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**TERMS AND CONDITIONS  
OF CONTRACT**

**DATED: JUNE 19, 2012**

**ISSUED BY**

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES  
(AUTHORIZING BODY)**

**TO**

**VANGUARD CHARTER ACADEMY  
(A SCHOOL OF EXCELLENCE)**

**CONFIRMING THE STATUS OF  
VANGUARD CHARTER ACADEMY**

**AS A**

**SCHOOL OF EXCELLENCE**

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## Contract to Charter A School Of Excellence

Pursuant to Part 6e of the Revised School Code ("Code"), being Sections 380.551 to 380.561 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees ("University Board") authorizes Vanguard Charter Academy (the "Academy") to operate a School of Excellence, as defined below. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

### ARTICLE I

#### DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to School of Excellence.
- d) **Applicant** means the person or entity that submitted the School of Excellence application to the University for the establishment of the Academy.
- e) **Application** means the School of Excellence application and other documentation submitted to the University for the establishment of a School of Excellence.
- f) **Authorizing Resolution** means the resolution(s) adopted by the University Board that, among other things, approves the issuing of a Contract to the Academy to operate a School of Excellence.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- i) **Contract** means, in addition to the definition set forth in the Code, the Terms and Conditions and the Schedules.
- j) **Cyber School** means a cyber school as defined in Part 6e of the Code.

- k) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 553c of the Code, MCL 380.553c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- l) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- m) **Management Agreement or ESP Agreement** means an agreement as defined under section 553c of the Code, MCL 380.553c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time and Applicable Law.
- n) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Board may amend the MCRR each fiscal year or at such other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- o) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of Academy Board members, qualification of Board Academy members and other pertinent provisions related to the Academy Board.
- p) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.

- q) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.
- r) **Terms and Conditions** means this document.
- s) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.841 *et seq.*
- t) **University Board** means the Grand Valley State University Board of Trustees.
- u) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- v) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for School of Excellence applicants and Schools of Excellence authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- w) **University Charter Schools Office Director** or **CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.
- x) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.5. Conflicting Contract Provisions. In the event that there is a conflict between language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (iv) the Restated Articles of Incorporation shall control over any other

conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

## **ARTICLE II**

### **ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY**

Section 2.1. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

(a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.

(b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract and MCRR incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- b) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.
- c) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University

Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.

- d) The Academy shall provide the University Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- e) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.
- f) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- g) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- h) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections shall occur during the Academy's hours of operation and after advance notice to the Academy.

Section 2.3. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider,

the Academy shall submit a draft of the proposed agreement to the University Charter Schools Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at the end of the Contract Term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not to issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at anytime, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract,



consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

### **ARTICLE III**

#### **REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION**

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

### **ARTICLE IV**

#### **PURPOSE**

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

### **ARTICLE V**

#### **CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1. Articles of Incorporation. Unless amended pursuant to Section 9.2 of Article IX herein, the Restated Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. Bylaws. Unless amended pursuant to Section 9.3 of Article IX herein, the Revised Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

## ARTICLE VI

### OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;

- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, not issue a new contract at the end of the Contract or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 of Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter Schools Office that demonstrates the following:

- a) the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- b) the Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic year no later than July 1<sup>st</sup>. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate a Kindergarten through Eighth Grade (K-8) School of Excellence. In addition to grade levels currently operated, the Academy shall work toward operating all of grades 9 to 12 within six (6) years after issuance of this Contract, unless the Academy has entered into a matriculation agreement with another public school that provides grades 9 to 12. The Academy may add additional programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the Academy's proposed site or sites is set forth in the Schedules. For purposes of this Contract, the Academy shall be in violation of the site requirements set forth in this Contract if the Academy operates at a site or sites without first obtaining the written authorization of the University Board. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the University Charter Schools Office an application for site expansion, in a form or manner determined by the University Charter Schools Office. The application for site expansion shall include all information requested by the University Charter Schools Office, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedules 7-8. Upon receipt of a complete application for site expansion, the University Charter Schools Office shall review the application for site expansion and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the University Charter Schools Office of the application for site expansion shall include a determination by the Charter Schools Office that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles and accounting system requirements that comply with Applicable Law.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state

issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the University Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be added to the Schedules through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.16. Posting of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

## **ARTICLE VII**

### **TUITION PROHIBITED**

Section 7.1. Tuition Prohibited; Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

## **ARTICLE VIII**

### **COMPLIANCE WITH PART 6E OF THE CODE AND OTHER LAWS**

Section 8.1. Compliance with Part 6e of the Code. The Academy shall comply with Part 6e and other parts of the Code that apply to Schools of Excellence. With the exception of Part 6a of the Code, the Academy shall comply with other provisions of the Code applicable to public school academies.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. The Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. The records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. The Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to Schools of Excellence. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to Schools of Excellence. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

## ARTICLE IX

### AMENDMENT

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the University Board delegates to its University President the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.2. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Restated Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon approval by the President or Designee of the University after review and recommendation by the University's Legal Counsel. Upon University approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Restated Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Restated Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or for other reasons, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Restated Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

Section 9.3. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Revised Bylaws, and any subsequent or proposed changes to the Academy's Revised Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Revised Bylaws that violates or conflicts with Applicable Law or this Contract, that provision of the Academy Board's Revised Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.3.

Section 9.4. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

## ARTICLE X

### TERMINATION, SUSPENSION AND REVOCATION

Section 10.1. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than ten (10) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the ten (10) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board may terminate this Contract before the end of the Contract Term as follows:

(a) Termination Without Cause. Except as otherwise provided in subsections (b) (c), or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than ten (10) calendar months from the date of the University Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer; or

(ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.

(c) Automatic Termination Caused By Placement of Academy in State School Reform / Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/ Redesign School District pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.



(d) Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. Contract Suspension. The University Board's process for suspending the Contract is as follows:

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of Academy staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities or (iv) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel, if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.
- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract, may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

Section 10.4. Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more the following has occurred:

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;
- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services without first obtaining University Board approval;
- e) The University discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;

- g) The Academy fails to work toward operating all of grades 9 to 12 within 6 years after issuance of this Contract, and has not entered into a matriculation agreement with another public school that provides grades 9 to 12;
- h) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board; or
- i) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.11 of the Terms and Conditions.

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the University Board in Section 10.2, The University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director or other University representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In

developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.

- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of Directors or a conservator/ trustee to take over operations of the Academy. The University Charter Schools Office shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.
- e) Request for Revocation Hearing. The CSO Director or other University Representative may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
  - i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
  - ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
  - iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
  - iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
  - v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
  - vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
  - vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO Director or other University Representative shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director or other University Representative. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.
- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.

- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.
- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. Automatic Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6e of the Code ("State's Automatic Closure Notice"), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the University Charter Schools Office shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in the State's Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.8. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform / Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280c of the Code. The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.6. The University Board may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board's decision.

## **ARTICLE XI**

### **PROVISIONS RELATING TO SCHOOLS OF EXCELLENCE**

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverage:

- a) Property insurance covering all of the Academy's real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers' Compensation insurance (statutory limits) and Employers' Liability insurance with a minimum of one million dollars (\$1,000,000); if the Academy has no employees or leases employees, it must carry Workers' Compensation insurance (statutory limits) on an "if any" basis including Employers' Liability limits of one million dollars (\$1,000,000).

- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000); and
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an "A" best rating or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured.

The Academy shall list the University Board and the University on the insurance policies as an additional insured with primary coverage on insurance coverage listed in (b), (c), (e) and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University's insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.



Section 11.6. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members hereby covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.11. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the University charter Schools Office in a form or manner consistent with the ESP policies of the University Charter Schools Office, which are incorporated into and be deemed part of this Contract. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter Schools Office may disapprove the proposed ESP Agreement submitted by the Academy if the ESP Agreement is contrary to this Contract or Applicable Law. Any subsequent

amendment to an ESP Agreement shall be submitted for review by the University Charter Schools Office in the same form and manner as a new ESP Agreement.

Section 11.12. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

“Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board’s approval of the School of Excellence application, the University Board’s consideration of or issuance of a Contract, the Academy’s preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.”

“Revocation or Termination of Contract. If the Academy’s Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy’s Contract is revoked or termination without further action of the parties.”

“Compliance with Academy’s Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy’s Contract shall supersede any competing or conflicting provisions contained in this Agreement.”

“Compliance with Section 553c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy’s website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 553c of the Code, MCL 380.553c, shall have the same meaning in this Agreement.”

Section 11.13. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 371 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an educational service provider or an employee leasing company that has an ESP agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

(d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and

(e) An individual simultaneously serving as an Academy Board member and a University employee, official, or consultant, to the University.

Section 11.14. Certain Familial Relationships Prohibited. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- (i) Is employed by the Academy;
- (ii) Works at or is assigned to the Academy
- (iii) Has an ownership, officer, policy making, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.15. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.16. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the Charter Schools Office.

Section 11.17. Information Available to the Public and University.

(a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and University in the same manner and to the same extent as is required for public schools and school districts.

(b) Information to be provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including the information in Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

## ARTICLE XII

### GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director  
Grand Valley State University  
201 Front Avenue, SW, Suite 310  
Grand Rapids, Michigan 49504

If to Academy:

Academy Board President  
1620 52<sup>nd</sup> Street SW  
Wyoming, MI 49519

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6e of the Code or actions taken by the University Board as an authorizing body under Part 6e of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the ESP. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) and (c) set forth below, this Contract shall commence on June 19, 2012 and shall remain in full force and effect for seven (7) years until June 30, 2019 unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2019 if the Academy fails to satisfy all of the following conditions:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.

- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.
- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.
- (ix) If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2012, then this Contract is automatically terminated without further action of the parties.

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.14(b), the Academy will be eligible for consideration of a new contract term.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.7, Section 11.12 and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

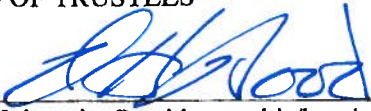
Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Part 6e of the Code.

[INTENTIONALLY LEFT BLANK]




As the designated representative of the Grand Valley State University Board of Trustees, I hereby authorize this issuance of a Contract to the Academy to operate a School of Excellence on the dates set forth above.

GRAND VALLEY STATE UNIVERSITY  
BOARD OF TRUSTEES

By:   
University President or his/her designee

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by this Contract.

VANGUARD CHARTER ACADEMY

By:   
Academy Board President

**SCHEDULE 1**

**METHOD OF SELECTION RESOLUTION  
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 10, 2012:

Vanguard Charter Academy Contract Conversion Authorizing and Method of Selection Resolution

The following resolution is proposed:

WHEREAS, the Michigan Legislature has provided for the establishment of a School of Excellence ("School of Excellence") as part of the Michigan public school system by enacting Act Nos. 201 through 205 of the Public Acts of 2009; and

WHEREAS, according to this legislation, the Board of Trustees of Grand Valley State University ("University Board"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate Schools of Excellence; and

WHEREAS, the Michigan Legislature has mandated that a School of Excellence contract be issued on a competitive basis taking into consideration the resources available for the proposed School of Excellence, the population to be served by the proposed School of Excellence, the educational goals to be achieved by the proposed School of Excellence, and the applicant's track record, if any, in operating public school academies or other public schools; and

WHEREAS, the University Board, having received requests for converting a Public School Academy to a School of Excellence, and having examined the ability of the proposed performance standards, proposed academic program, financial viability of the applicant, and the ability of the proposed School of Excellence board of directors to meet the contract goals and objectives; and

WHEREAS, the Board of Directors of Vanguard Charter Academy ("Academy") passed a resolution requesting that Grand Valley State University terminate its existing charter contract prior to the expiration date to allow for conversion from their 6A charter contract to 6E charter contract; and

WHEREAS, Section 10.5 of the charter contract between the University Board and the Academies allow the University Board to waive the requirement of the Academies to provide at least a ten (10) month notice of intent to terminate the charter contract; and

WHEREAS, MCL 380.553(4) of the Revised School Code ("Code") provides that an authorizing body shall "adopt a resolution establishing the method of selection, length of term, and number of members of the board of directors of each School of Excellence subject to its jurisdiction,"; and

WHEREAS, the University Board has determined that each contract issued by the University Board shall contain the following method of selection and appointment process until otherwise amended by the University Board;

NOW, THEREFORE, BE IT RESOLVED:

**AUTHORIZING AND METHOD OF SELECTION RESOLUTION  
FOR VANGUARD CHARTER ACADEMY, A SCHOOL OF  
EXCELLENCE:**

1. The University Board accepts the request of the Board of Directors of Vanguard Charter Academy to terminate its 6a charter contract so that each Academy can convert to a School of Excellence under 6e of the Michigan Revised School Code.
2. The University Board waives the ten (10) month notice of intent to terminate and agrees to terminate the charter contract with an effective date to be determined by the University Charter Schools Office and authorizes the Charter Schools Office Director to take the actions necessary to conclude contractual responsibilities and obligations.
3. That the request for Vanguard Charter Academy submitted under Part 6e of the Code, MCL 380.551 et seq. ("Part 6e"), meets the University Board's requirements and the requirements of applicable law and is therefore approved.
4. Pursuant to the Method of Selection Resolution adopted by the University Board, the following number (#) persons are appointed as the initial board of directors for the Academies for the Schools of Excellence:

Darlene Kolehouse	3 year term expiring June 30, 2015
Kevin L. Somero	3 year term expiring June 30, 2015
David R. Niewenhuis	2 year term expiring June 30, 2014
Jeffrey S. Walters	2 year term expiring June 30, 2014
Robert Przybysz	1 year term expiring June 30, 2013
5. The University Board approves and authorizes the issuance of School of Excellence contracts to the Academies and authorizes the University President or designee to execute contracts to charter Schools of Excellence and related documents issued by the University Board to each Academy, provided that, before execution of the contract, the University President or his designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract.
6. Method of Selection and Appointment of a School of Excellence Board Member:
  - a. Initial School of Excellence Board Member Nominations and Appointments: As part of the School of Excellence application, the applicant shall propose to the University

Charter Schools Office Director ("CSO Director"), the names of proposed individuals to serve on the initial board of directors of the proposed School of Excellence Academy ("Academy Board"). When the CSO Director recommends an initial contract for approval to the University Board, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the School of Excellence applicant ("Applicant"). To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the School of Excellence Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background and History Check Report prescribed by the University Charter Schools Office.

- b. Subsequent School of Excellence Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board member positions. As part of the appointment process, the Academy Board may submit to the CSO Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The CSO Director may or may not recommend the proposed nominee submitted by the Academy Board. If the CSO Director does not recommend a nominee submitted by the Academy Board, the CSO Director shall select a nominee and forward that recommendation to the University Board for appointment. The University Board shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the CSO Director determines an "exigent condition" exists which requires him/her to make an appointment to an Academy Board, the CSO Director, with University President approval, may immediately appoint a person to serve as an Academy Board member for the time specified, but not longer than the next meeting held by the University Board when a regular appointment may be made by the University Board. The CSO Director shall make the appointment in writing and notify the Academy Board of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the University Board determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

7. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the University Charter Schools Office including, but not limited to, a School of Excellence Board Member Questionnaire and a release for criminal records and history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of the University or be a member of the University Board.
8. Oath /Acceptance of Office/Voting Rights: Following appointment by the University Board, Academy Board appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
9. Length of Term; Removal: An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the University Board for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

If the University Board determines that an Academy Board member’s service in office is no longer required, then the University Board may remove an Academy Board member with or without cause and shall specify the date when the Academy Board member’s service ends. An Academy Board member may also be removed from office by a two-thirds (2/3) vote of the Academy Board for cause.

10. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the CSO Director. The resignation is effective upon receipt by the CSO Director unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the CSO Director shall confirm a resignation in writing. The resignation shall be effective upon the date the CSO Director sends confirmation to the resigning Academy Board member.
11. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
  - a. Resigns
  - b. Dies
  - c. Is removed from office

- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated


12. Filling a Vacancy: The Academy Board may nominate and the CSO Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointment" procedures in this resolution.
13. Number of Academy Board Member Positions: The number of Academy Board member positions shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
14. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

15. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 20th day of February 2012.

  
 Teri L. Losey, Secretary  
 Board of Trustees  
 Grand Valley State University

**SCHEDULE 2**

**ARTICLES OF INCORPORATION**



<b>MICHIGAN DEPARTMENT OF LABOR &amp; ECONOMIC GROWTH</b> <b>BUREAU OF COMMERCIAL SERVICES</b>		
Date Received		(FOR BUREAU USE ONLY)

Danielle A. Phillips

3850 Broadmoor Ave. SE  
Suite 201

Grand Rapids      MI                      49512

EFFECTIVE DATE:

**Document will be returned to the name and address you enter above**

**RESTATED ARTICLES OF INCORPORATION**  
**For Use by Domestic Nonprofit Corporations**

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq., and Part 6a of the Revised School Code (the "Code") as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

The present name of the corporation is: Vanguard Charter Academy.

The corporation identification number (CID) assigned by the Bureau is: 742753.

The date of filing the original Articles of Incorporation was: June 13, 1996. Restated Articles were filed on May 31, 2000.

*The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:*

**ARTICLE I**

The name of the corporation is: Vanguard Charter Academy.

The authorizing body for the corporation is: Grand Valley State University Board of Trustees ("Board of Trustees"), 1 Campus Drive, Allendale, Michigan 49401.

**ARTICLE II**

The purpose or purposes for which the corporation is organized are:

1. Specifically, the corporation is organized for the purpose of operating as a public school academy in the State of Michigan pursuant to Part 6a of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

### **ARTICLE III**

1. The corporation is organized on a non-stock basis.
2. The value of assets which the corporation possesses is:
  - a. Real Property: \$0.
  - b. Personal Property: \$0 as of April 1, 2012.
3. The corporation is to be financed under the following general plan:
  - a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
  - b. Federal funds.
  - c. Donations.
  - d. Fees and charges permitted to be charged by schools of excellence.
  - e. Other funds lawfully received.
4. The corporation is organized on a Directorship basis.

### **ARTICLE IV**

The address of the registered office is 1700 Tammarron Ave. SE, Grand Rapids, MI 49546. The mailing address of the registered office is the same. The name of the resident agent at the registered office is Candace Sorensen.

### **ARTICLE V**

The corporation is a governmental entity.

## ARTICLE VI

Before execution of a contract to charter a public school academy between the Academy Board and the Board of Trustees, the method of selection, length of term, and the number of members of the Academy Board shall be approved by a resolution of the Board of Trustees as required by the Code.

The members of the Academy Board shall be selected by the following method:

1. **Method of Selection and Appointment of Academy Board Members:**

- a. **Initial Academy Board Member Nominations and Appointments:** As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office (“Director”), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. **Subsequent Academy Board Member Nominations and Appointments:** Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. **Exigent Appointments:** When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy’s board of directors of the appointment. Exigent

conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. **Qualifications of Academy Board Members:** To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. **Oath /Acceptance of Office / Voting Rights:** Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. **Length of Term; Removal:** An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. **Resignations:** A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. **Vacancy:** An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns

- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

7. **Filling a Vacancy:** The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
9. **Quorum:** In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. **Manner of Acting:** The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

## ARTICLE VII

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from Federal Income Tax under Section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the Board of Trustees for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of

Michigan of 1963, as amended.

#### **ARTICLE VIII**

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

#### **ARTICLE IX**

These Restated Articles of Incorporation shall not be amended except by the process provided in the contract executed by the Academy Board and the Board of Trustees.

#### **ARTICLE X**

The Academy Board shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

#### **ARTICLE XI**

A volunteer director is not personally liable to the corporation for monetary damages for a breach of the director's fiduciary duty. This provision shall not eliminate or limit the liability of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the corporation;
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (iii) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
- (iv) A transaction from which the director derived an improper personal benefit;
- (v) An act or omission that is grossly negligent.

If the corporation obtains tax exempt status under section 501(c)(3) of the internal revenue code, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

#### **ARTICLE XII**

The corporation assumes the liability for all acts or omissions of a non-director volunteer, provided that:

- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;
- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (iv) The volunteer's conduct was not an intentional tort; and

The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Michigan Nonprofit Corporation Act.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for negligence Act, being Act No. 170, Public Acts of Michigan, 1964.


### ARTICLE XIII

The officers of the Academy Board shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be selected by the Board of Directors. The Academy Board may select one or more Assistants to the officers, and may also appoint such other officers and agents as they may deem necessary for the transaction of the business of the corporation.

### ADOPTION OF ARTICLES

These Restated Articles of Incorporation were duly adopted by the Academy Board on this 15 day of May, 2012, in an open and public meeting. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation. The necessary number of votes were cast in favor of these Restated Articles of Incorporation. They shall become effective upon filing.

Signed this 15 day of May, 2012

By   
Darlene Kolehouse, Board President  
Vanguard Charter Academy

## **SCHEDULE 3**

## **BYLAWS**



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**BYLAWS**  
**OF**  
**VANGUARD CHARTER ACADEMY**  
Excel Charter Academy West

**ARTICLE I**

**NAME**

This organization shall be called Vanguard Charter Academy.

**ARTICLE II**

**FORM OF CORPORATION**

The Academy is organized as a nonprofit, non stock, directorship corporation.

**ARTICLE III**

**OFFICES**

Section 1.       Principal Office. The principal office of the corporation shall be located in, or near, the City of Wyoming, County of Kent, Michigan.

Section 2.       Registered Office. The registered office of the corporation shall be 1007 Parchment Drive SE, Grand Rapids, MI 49546. It must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

**ARTICLE IV**

**BOARD OF DIRECTORS; MEETINGS; FISCAL YEAR**

Section 1.       General Powers. The business, property and affairs of the corporation shall be managed by its Board of Directors. The Board of Directors may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A and 6B of the Michigan School Code of 1976. The board may delegate said powers to the

officers of the board and/or the Site Administrator as it deems appropriate or necessary.

Section 2. Method of Selection. The initial Board of Directors shall be the individuals named in the resolution approved by the Grand Valley State University Board of Control (the "University Board"). Subsequently, the Board of Directors of the corporation shall nominate a list of potential members of the Board of Directors equaling at least twice the number of vacancies on the Board. Provided the Board of Directors submits the list of nominees to the University Board at least twenty (20) days before the University Board's next regular meeting, the University Board shall select members from the list of nominees at its next regular meeting. When the nominations are forwarded to the University Board, they shall be accompanied by the nominees' resumes and the nominees shall be available for interview by the University Board or its designees. A member appointed to fill a vacancy created other than by expiration of a term shall be appointed for the unexpired term of the vacating member in the same manner as the original appointment.

Section 3. Length of Term. The term of each member of the Board of Directors shall be three (3) years, except that of the members first appointed, 1/3 shall be appointed for a term of three years, 1/3 shall be appointed for a term of two years, and the remainder shall be appointed for a term of one year.

Section 4. Number of Directors. The number of members of the initial Board of Directors of the corporation shall be five (5). The number of members shall never be fewer than five (5), nor more than seven (7), as determined from time to time by the University Board.

Section 5. Qualifications. The Board members of the corporation must include (i) a parent or guardian of a child attending the school; and (ii) at least one professional educator. The Board shall not include (i) employees of the Academy; or (ii) Grand Valley State University officials, as representatives of Grand Valley State University. Qualifications for Board membership shall include but not be limited to: (a) an interest in children and their education; (b) enthusiasm for the Academy and conviction in its purpose; (c) willingness to give time and energy to the Academy; (d) special skills to address specific management and needs of the Academy; (e) ability to represent the community and interpret community needs and views; (f) willingness to accept and support decisions democratically made; and (g) ability to represent the Academy to the community.

Section 6. Oath. All members of the Board of Directors of the corporation must file an acceptance of office with the University Board. All members of the Board of Directors of the corporation shall take the oath of office required by Section 512a(4)(b)(vi) of the Code.

Section 7. Tenure. Each Director shall hold office until the Director's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

Section 8. Removal. Any Director may be removed with cause by a two-thirds

(2/3) vote of the Board of Directors of the corporation.

Section 9.       Resignation. Any Director may resign at any time by providing written notice to the corporation. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. A successor may be appointed as provided in Section 2 of this Article.

Section 10.       Regular Meetings. The Board of Directors shall hold a regular meeting during the month of October each year. The meeting shall be held at such time and place as the Directors shall from time to time determine. The Board of Directors may also provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings. The corporation shall provide notice of all regular meetings as required by the Open Meetings Act.

Section 11.       Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix the place within the state of Michigan for holding any special meeting of the Board of Directors called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the state of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 12.       Notice; Waiver. In addition to the notice provisions of the Open Meetings Act, notice of any special meeting of the Board stating the time, place and purposes of the meeting shall be given by one of the following methods:

(a)     by mailing a written notice of such meeting to such address as the Director designates from time to time or, in the absence of designation, to the last known address of the Director at least three (3) days prior to the special meeting;

(b)     by personally delivering a written notice of such meeting to the Director at least two days in advance of such meeting;

(c)     by orally notifying the Director of such meeting at least two days in advance, either personally or by telephone; or

(d)     by transmitting notice to the Director at least two days in advance by telecopier or telex to the Director's last known office or home or to such other location as the Director designates from time to time.

Section 13.       Waiver of Notice of Meetings. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such

meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 14. Quorum. A majority of the Directors of the Board constitutes a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, providing such notice as is required by the Open Meeting Act.

Section 15. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 16. Electronic Participation in Meeting. A Director may participate in a meeting by conference telephone or any similar communications equipment through which all persons participating in the meeting, including members of the public, can communicate with the other participants. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting.

Section 17. Action Without a Meeting. Unless otherwise provided by the Articles of Incorporation, any action may be taken without a meeting, prior notice, or vote if all Directors consent to the action in writing.

Section 18. Board Vacancies. Any vacancy may be filled as provided in Section 2 of this Article.

Section 19. Compensation. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws and the Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

Section 20. Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

Section 21. Committees. The Board of Directors, by resolution, may designate

one or more committees, each committee to consist of one or more Directors elected by the board of Directors, which to the extent provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the business and affairs of the corporation, except action in respect to the fixing of compensation for or the filling of vacancies in the Board of Directors or committees created pursuant to this Section, or amendments to the Articles of Incorporation or Bylaws. The Board of Directors may elect one or more of its members as alternate members of any committee who may take the place of any absent member, or members, at any meeting of a committee, upon request by the Chair of the meeting. Subject to the Open Meetings Act, each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of Directors of its activities as the Board of Directors may request.

Section 22. Fiscal Year, Budget and Uniform Budgeting and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The Board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

## ARTICLE V

### OFFICERS

Section 1. Number. The officers of the corporation shall be a President, School Administrator, Vice-President, Secretary, Treasurer, and such Assistant officers as may be selected by the Board of Directors.

Section 2. Election and Term of Office. The Board of Directors shall elect the initial officers of the corporation not later than August 30, 1996. Thereafter, the Board of Directors shall elect the officers annually as terms expire at the annual meeting of the Board of Directors. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall serve a three year term unless the officer resigns or is removed in the manner provided in Section 3.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office shall be filled by appointment by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the corporation shall preside at all meetings of the Board of Directors. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Board of Directors attending the meeting shall preside. The President shall be an ex-officio member of all standing committees and may be designated chairperson of those committees by the Board of Directors. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice-President. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Board of Directors.

Section 7. School Administrator. The School Administrator shall be the Chief Operating Officer of the corporation. Subject to the control of the Board of Directors, the School Administrator shall, in general, supervise and control all of the business and affairs of the corporation. The School Administrator shall also be the FOIA officer for the corporation.

Section 8. Secretary. The Secretary shall: (a) keep the minutes of the Board of Directors meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each member; and (e) perform all duties incident to the office of Secretary and other duties assigned by the School Administrator or the Board.

Section 9. Treasurer. The Treasurer shall: (a) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (b) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors.

Section 10. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Board of Directors, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the officers or by the Board of Directors. The Board of Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Board of Directors may by resolution otherwise determine.

Section 11. Salaries. Officers shall not receive a salary unless the salary has been specifically approved by the Board of Directors, subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the



Michigan Compiled Laws. Officers of the corporation who are Directors of the corporation may not be compensated for their services. They may, however, receive traveling and other expenses.

Section 12. Filling More Than One Office. Subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

## ARTICLE VI

### CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Board of Directors authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or member of the Board of Directors otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select, provided that such financial institution is eligible to be a depository of surplus funds under Act No. 48 of the Public Acts of 1932, as amended, being 129.11 to 129.15 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Board of Directors, any shares or other securities issued by any other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Board of Directors, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

Section 6. Contracts Between Corporation and Related Persons. Subject to the provisions of the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws, any contract or other transaction between this corporation and one or more of its Directors, or between this corporation and any firm of which one or more of this corporation's Directors are members or employees, or in which one or more of this corporation's Directors are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting at which the Board of Directors of the corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director or Directors in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize, approve and ratify such contract or transaction by a vote of a majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted as voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

## **ARTICLE VII**

### **INDEMNIFICATION**

Each person who is or was a member of the Board of Directors, or a trustee, director, officer or member of a committee of the corporation and each person who serves or has served at the request of the corporation as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance

on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

## **ARTICLE VIII**

### **SEAL**

The Board of Directors may provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

## **ARTICLE IX**

### **AMENDMENTS**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board of Directors, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for special meetings, and (b) the written approval of the changes or amendments by the University Board. The University Board shall consider and vote upon a change proposed by the corporation following an opportunity for a written and oral presentation to the University Board by the corporation. Amendments to these Bylaws take effect only after they have been approved by both the corporation Board and by the University Board.

## **ARTICLE X**

### **REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY APPLICATION**

Section 1. Required Information for Public School Academy. This Article contains information required by Parts 6A and 6B of the Michigan School Code. Every public school academy contract shall include the information contained in this Article.

Section 2. Governance Structure of Public School Academy. In addition to the provisions of these Bylaws, additional provisions for the governance structure are set forth on Bylaws Appendix a.

Section 3. Educational Goals and Programs. The educational goals and objectives of the corporation are set forth on Bylaws Appendix b. The educational scope and sequence, and assessments of the corporation are set forth on Bylaws Appendix c. These educational goals and programs fulfill at least one of the purposes set forth in the Code.

Section 4. Curriculum. The curriculum plan of the corporation is set forth on Bylaws in Appendix c. The curriculum, together with the educational goals and programs, fulfills at least one of the purposes set forth in the Code.

Section 5. Methods of Pupil Assessment. The methods of pupil assessment of the corporation are set forth on Bylaws Appendix d.

Section 6. Admission Policy and Selection Process. The admission policy and selection process of the corporation are set forth on Bylaws Appendix e.

Section 7. School Calendar and School Day Schedule. The school calendar and school day schedule of the corporation are set forth on Bylaws Appendix f.

Section 8. Age or Grade Range of Pupils to Be Enrolled. The age or grade range of pupils to be enrolled by the corporation are set forth on Bylaws Appendix g.

Section 9. Academy's Commitment to Comply with Laws. The Academy's commitment to comply with all applicable laws is set forth on Bylaws Appendix h.

These Bylaws were adopted as the Bylaws of Vanguard Charter Academy, a Michigan corporation, by the incorporator on the \_\_\_\_ day of \_\_\_\_\_, 1996.

---

Incorporator

## **BYLAWS APPENDIX a**

### **GOVERNANCE STRUCTURE**

Vanguard Charter Academy shall be governed by a board of directors, which will be appointed by the University Board. It will be comprised of community leaders. The Board will have all the powers and duties permitted by law to manage the business, property and affairs of the corporation. The Board of Directors will assure that Vanguard Charter Academy operates according to the terms and conditions of its authorizing contract as well as all applicable federal and state laws.

The Board of Directors intends to contract with Educational Development Corporation ("EDC") to create an enduring partnership, whereby the Board of Directors and EDC will work together to bring educational excellence and educational innovation to the City of Wyoming, based on comprehensive educational programs and EDC's management principles. The term of the contract will be five (5) years. EDC will be responsible for and accountable to the Board for the performance of Vanguard Charter Academy. EDC will report to the Board at regularly scheduled time periods and any other time(s) the Board deems necessary.

The functions which EDC will manage and administer include, but are not limited to: the educational program; personnel recruitment and selection; maintenance and operation of the school building; business administration of Vanguard Charter Academy; extracurricular activities and programs; professional development of the school administrator and instructional personnel; and the selection and acquisition of the instructional materials, equipment and supplies.

The Board will have final approval of all personnel, as well as all policies, procedures and expenditures for Vanguard Charter Academy.

Bylaw Articles IV and V further set forth the governance structure of the Academy.

## **BYLAWS APPENDIX b**

### **EDUCATIONAL GOALS AND PROGRAMS**

#### **Instructional Design and Methodologies**

In accordance with the educational goals and curriculum, the staff at Vanguard Charter Academy will work with students with the fundamental belief that all students can learn. Since it is our belief that all students can learn, it is our intent to provide a structured environment that promotes excellence in education. The instructional design will be diversified and will directly correlate to specific student needs utilizing varied teaching practices and technology based assistance. Everyday instruction will include educating with various input strategies (Visual, Auditory, Kinetic, and Tactile) which allows students to maximize their potential.

Although we have specific goals related to grades, students are not limited to learning only what their grade requires. Our students will go beyond . . .

Samples of instructional practices will include:

#### **Project based learning**

- a. Involving teacher and student establishing criteria, completing evaluation, and creating performance-based assessment
- b. Involving diversified grouping (heterogeneous/homogeneous)

#### **Computer assisted instruction**

- a. Focus on technology based learning--not, for example, computerized worksheets
- b. Interactive instruction utilizing the Internet

#### **Group and individual learning**

- a. Providing specific goals and objectives for students
- b. Providing specific goals and objectives for teams of students

Peer tutoring and mentoring

Thematic instruction

Parent involvement

Community based learning

See also attachments under Appendix c.

## **BYLAWS APPENDIX c**

### **CURRICULUM PLAN**

See the following attachments:

Language Arts: Goals, Objectives, Scope and Sequence, and Assessment

Math: Goals, Objectives, Scope and Sequence, and Assessment

Science: Goals, Objectives, Scope and Sequence, and Assessment

Social Studies: Goals, Objectives, Scope and Sequence, and Assessment

Arts: Goals and Objectives

Health: Goals and Objectives

Physical Education: Goals and Objectives

Foreign Language: Goals and Objectives

Homework Club: Goals and Objectives

## **BYLAWS APPENDIX d**

### **METHODS OF PUPIL ASSESSMENT**

1. Michigan Education Assessment Program, MEAP (Grades four and five). Cognitive aptitude tests (K-5) will be administered each fall and each spring. In addition, a fully integrated feedback system will monitor student progress. This system will give teachers and administration the ability to adjust and specialize curriculum and methodology to ensure the best possible results. This feedback system will initially use national, state, and local results of the MEAP, and other cognitive tests as benchmarks. However, benchmarks will be moved over to the schools own standard, a higher standard, as testing data is accumulated. This will allow the school to develop a performance weighted incentive compensation program for teaching personnel.
2. On a regular basis, students will be assessed by use of teacher developed test, student homework, written assignments, research projects, individual and group presentations, teacher developed quizzes, unit tests, semester cumulative exams, annual cumulative exams, anecdotal notations, and portfolio assessment.



## **BYLAWS APPENDIX e**

### **ADMISSION POLICY AND CRITERIA**

#### **1. Legal Requirements Relating to Admissions.**

The Academy shall not discriminate on the basis of intellectual or athletic abilities.

The Academy shall not discriminate on the basis of "measures of achievement or aptitude."

The Academy shall not discriminate on the basis of a handicap or any other reason that would be illegal for an existing local school district.

The Academy shall provide for the education of its pupils without discrimination as to religion, creed, race, color or national origin. The Academy shall comply with all state and federal civil rights laws.

The Academy shall not charge tuition (but may charge fees in the same manner as existing schools).

The Academy shall not enroll any student who is not a resident of this state, except a foreign exchange student.

The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues.

#### **2. Public Notice and Application/Enrollment Process.**

Notice of the enrollment period and application process will be designed to inform the persons most likely to be interested in the school. The time periods offered to those persons interested in enrollment and interview processes will include some evening and weekend times. If the Academy has more applicants than available space, it will select students (from among qualified applicants) using a random selection method. The Academy will give a priority to siblings of students already enrolled and to students enrolled and admitted in the prior year.

The Academy will accept applications year-round. If applications exceed positions available, April 15 of each year shall be the deadline for applications to be drawn by random selection as described in Section 3. Interested parties may obtain applications for the 1996-1997 school year at the principal office of the corporation. The Academy will mail or fax applications to anyone requesting an application by telephone.

The Academy Board will provide notice of open enrollment by:

- (a) mailing written notice of the open enrollment period and an application to all families who inquire about the charter school enrollment; and
- (b) posting written notice of the open enrollment period at the corporation's principal office; and
- (c) either airing a public service announcement on local Cable television, announcing the open enrollment period and application process; or
- (d) printing a written notice of the enrollment period in The Grand Rapids Press.

3. 1996-1997 Application Procedure.

People interested in applying for the 1996-1997 school year may obtain applications at the principal office of the corporation on weekdays beginning April 15, 1996, through June 15, 1996 between the hours of 8:30 am and 4:00 pm. The Academy will mail or fax applications to anyone requesting an application by telephone. If the number of applicants for a classroom exceeds the number of positions available, the Academy will hold a random selection lottery on or about June 21, 1996 at 5:00 pm at the corporate offices of Vanguard Charter Academy. The random selection drawing shall be open to the public, and the Academy will notify all applicants of the time and place. Names will be drawn until all available classroom positions have been filled. The remaining names will be drawn thereafter and assigned to classroom waiting lists in the order of their selection.

4. Student Selection.

After the first year, the deadline for applications shall be April 15 of every year. If the number of applicants for a classroom exceeds the number of positions available, a random selection lottery shall be held on or about April 30. The random selection drawing shall be open to the public, and the Academy will notify all applicants of the time and place. Names will be drawn until all available classroom positions have been filled. Any remaining names will be drawn to establish waiting list priority to be used to fill openings during the school year for which the student applied.

For classrooms with available positions, applications shall be accepted until April 15 of every year. If applications exceed the number of positions available, a random selection drawing will be held on or about April 30.

If applicants are still on a waiting list at the conclusion of the school year in which they applied, they must resubmit an application for the following year no later than April 15.

Once children are enrolled, they will remain eligible to be enrolled at the Academy for successive years without having to reenter the selection process. They must, however, enroll for the subsequent year no later than April 15.

## BYLAWS APPENDIX f

### SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

A. The school calendar shall at all times comply with the minimum school day and hour requirements set forth in Section 101 of the School Aid Act of 1979, as amended, being 388.1701 of the Michigan Compiled Laws. Students will attend for a minimum of 182 days and receive a minimum of 900 hours of instruction. The Board of Vanguard Charter Academy will amend these minimum requirements as necessary to comply with applicable law. To achieve the Vanguard Charter Academy goal of educational excellence Vanguard Charter Academy may adjust its schedule to provide 194 days of instruction operating on a trimester annual schedule.

B. The school week will be Monday through Friday. Either the following schedule, or the Wyoming Public School's calendar, will be used.

#### FIRST SEMESTER

September 4	First Day of School (A.M. Classes Only)
November 5 & 6	Parent/Teacher Conferences Evening
November 7	Parent/Teacher Conferences P.M. (A.M. Classes Only)
November 8	No School
November 28 & 29	Thanksgiving Recess
December 23 - January 1	Winter Recess
January 24	End of First Semester (A.M. Classes Only -P.M. Records)

#### SECOND SEMESTER

February 21	Mid-Winter Break (No School)
March 25&26	Parent/Teacher Conferences Evening
March 27	Parent/Teacher Conferences P.M. (A.M. Classes Only)
March 28	No School
March 31 - April 4	Spring Recess
May 26	Memorial Day (No School)
June 12	Last Day of School (A.M. Classes Only-P.M. Records)
June 13	No School - Records Day

C. The school day will begin at 8:30 a.m. and will end at 3:10 p.m.

8:25 AM	School Day Begins
8:30 AM	Instruction
11:30 AM - 12:10 PM	Lunch Period
12:10 PM	Afternoon Kindergarten Begins
12:10 PM - 1:45 PM	Instruction

1:45 PM - 2:00 PM	Recess
2:00 PM - 3:05 PM	Instruction
3:10	Dismissal

## **BYLAW APPENDIX g**

### **AGE OR GRADE RANGE OF PUPILS TO BE ENROLLED**

The Academy will offer kindergarten through fifth grade instruction. Vanguard Charter Academy will strive to establish at least two classes at each grade level in the first year, with a projected total enrollment of 312 students the first year. Vanguard Charter Academy reserves the right to add a grade level each year until a full K-12 program is established. Students will be between the ages of five and twelve the first year.

Each student at Vanguard Charter Academy will have an individual service plan. Students will not be placed in grades based on age alone, but also on ability. There may be several multi-age groupings where students are taught at their instructional level.

## **BYLAW APPENDIX h**

### **ACADEMY'S COMMITMENT TO COMPLY WITH LAWS**

The Academy agrees to comply with Part 6A and Part 6B of the Michigan School Code of 1976, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws (the "Code"). The Academy will assure that all directors, officers, teachers, administrators, and staff are advised of and agree to comply with the provisions of Part 6A and Part 6B of the Code.

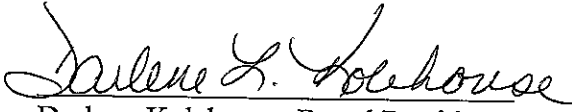
In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time.

The Academy Board also shall comply with the following laws:

- 1) The Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, being Sections 15.261 to 15.275 of the Michigan Compiled Laws;
- 2) The Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, being Sections 15.231 to 15.246 of the Michigan Compiled Laws;
- 3) The Public Employees Relations Act, Act NO. 336 of the Public Acts of 1947, being Sections 423.201 to 423.216 of the Michigan Compiled Laws;
- 4) Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws, governing the prevailing wage and fringe benefits on state projects;
- 5) Sections 1267 and 1274 of the Code, governing competitive bidding;
- 6) Act No. 35 of the Public Acts of 1951, being Sections 124.1 to 124.13 of the Michigan Compiled Laws, governing intergovernmental contracts between municipal corporations;
- 7) Act No. 8 of the Extra Session of 1967, being Sections 124.531 to 124.536 of the Michigan Compiled Laws, governing intergovernmental transfers of functions and responsibilities; and
- 8) The Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g.

The Academy shall comply with other state and federal laws which are applicable to public bodies or school districts.

Adoption of bylaws

  
Darlene Kolehouse, Board President

  
Date

**SCHEDULE 4**

**FISCAL AGENT AGREEMENT**

## **SCHEDULE 4**

### **FISCAL AGENT AGREEMENT**

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Vanguard Charter Academy ("Academy"), a public school academy.

#### **Preliminary Recitals**

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.



"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to urban high school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

Section 1.02. Fiscal Agent Agreement Incorporated into Contract; Use of Contract Definitions. This Fiscal Agent Agreement shall be incorporated into and is part of the Contract issued by the University Board to the Academy. Terms defined in the Contract shall have the same meaning in this Agreement.

## ARTICLE II

### FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.

## ARTICLE III

### STATE DUTIES

Section 3.01 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

## ARTICLE IV

### ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

## ARTICLE V

### RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

## ARTICLE VI

### CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.


The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

Acknowledgement of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the University Board to the Academy.

BY: \_\_\_\_\_

  
Joseph L. Fielek, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: March 30, 2012

**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**

**Public School Academy / School of Excellence  
Master Calendar of Reporting Requirements  
July 1, 2012 – June 30, 2013**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 2	Board Adopted 2012-2013 School Calendar/School Day Schedule.	CSO
July 2	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2012-2013.	CSO
July 2	Copy of Notice of Public Hearing for Annual Operating Budget for 2012-2013.	CSO
July 2	Copy of Parent Satisfaction Survey and Results from 2011-2012, if applicable.	CSO
July 5	Anti-Bullying Policy, in accordance with Matt's Safe School Law	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2011-2012 academic year, if applicable (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date and form).	CSO
August 1	Annual Organizational Meeting Minutes for 2012-2013.	CSO
August 1	Board Resolution appointing Chief Administrative Officer for 2012-2013.	CSO
August 1	Board Resolution appointing Freedom of Information Act Coordinator for 2012-2013.	CSO
August 1	Board Designated Legal Counsel for 2012-2013.	CSO
August 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2012-2013.	CSO
August 31	4 <sup>th</sup> Quarter Financial Statements – quarter ending 06/30.	CSO
September 4	Organizational Chart for 2012-2013.	CSO
September 4	Board approved Student Handbook 2012-2013.	CSO
September 4	Board approved Employee Handbook 2012-2013.	CSO
September 4	Copy of School Improvement Plan covering 2012-2013 academic year.	CSO
October 1	Completed PSA and ESP/MC Insurance Questionnaires. Required forms available at <a href="http://www.gvsucso.org">www.gvsucso.org</a> .	CSO
October 1	Annual Nonprofit Corporation Information Update for 2012.	CSO
October 12	Audited Financial Statements for fiscal year ending June 30, 2012. (See MDE Website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date.	CSO
October 12	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2012, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 12	Annual A-133 Single Audit for year ending June 30, 2012 is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 12	DS-4898 PSA Preliminary Pupil Membership Count for September 2012 Enrollment and Attendance for 1 <sup>st</sup> & 2 <sup>nd</sup> Year PSAs only. (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> for MDE due date).	CSO
October 12	Annual Education Report for the 2011-2012 academic year to be submitted and presented at a public meeting.	CSO
October 29	1 <sup>st</sup> Quarter Financial Statements – quarter ending 09/30.	CSO
December 3	Academy's Technology Plan covering 2012-2013 or annual updates thereto.	CSO
January 7	Modifications to ISD's Plan for the Delivery of Special Education Services covering 2012-13 signed by a representative of the Academy.	CSO
January 31	2 <sup>nd</sup> Quarter Financial Statements – quarter ending 12/31.	CSO
January 31	Michigan Highly Qualified Teacher Verification Report. Required Form Available at <a href="http://www.gvsucso.org">www.gvsucso.org</a> .	CSO
April 19	DS-4168-B District Report of Planned Number of Days and Clock Hours of Pupil Instruction for 2012-2013 (See MDE website <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> for MDE due date).	CSO
April 26	3 <sup>rd</sup> Quarter Financial Statements – quarter ending 03/31.	CSO
May 14	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2013-2014.	CSO
June 3	Certificate of Boiler Inspection covering years 2012-2013	CSO
June 28	Board Approved Amended Budget for 2012-2013 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 28	2012-2013 Log of emergency drills, including date, time and results. Sample form available at <a href="http://www.gvsucso.org">www.gvsucso.org</a> .	CSO
June 28	Board adopted Letter of Engagement for year ending June 30, 2013 independent financial audit.	CSO
June 28	Food service license expiring 04/30/2014.	CSO

## Ongoing Reporting Requirements July 1, 2012 – June 30, 2032

*The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.*

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2011-2012 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO



## Original/Subsequent Board Policy Reporting Requirements July 1, 2012 – June 30, 2013

*The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.*

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit <a href="http://www.michigan.gov/asbestos">www.michigan.gov/asbestos</a> for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
<b>Board adopted Purchasing Policy</b> (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
<b>Use of Medications Policy</b> (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
<b>Harassment of Staff or Applicant Policy</b> (date of approval). <b>Harassment of Students Policy</b> (date of approval) Reference: MCL 380.1300a	CSO
<b>Search and Seizure Policy</b> (date of approval). Reference: MCL 380.1306	CSO
<b>Emergency Removal, Suspension and Expulsion of Students Policy</b> (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
<b>Parent/Guardian Review of Instructional Materials &amp; Observation of Instructional Activity Policy</b> Reference: MCL 380.1137	CSO
<b>Board Member Reimbursement of Expenses Policy</b> (date of approval). Reference: MCL 380.1254; MCL 388.1764b	CSO
<b>Equal Access for Non-School Sponsored Student Clubs and Activities Policy</b> (date of approval). Reference: MCL 380.1299	CSO
<b>Electronic or Wireless Communication Devices Policy</b> (date of approval).	CSO
<b>Preparedness for Toxic Hazard and Asbestos Hazard Policy</b> (date of approval). Reference: MCL 324.8316, 380.1256	CSO

<b>Nondiscrimination and Access to Equal Educational Opportunity Policy</b> (date of approval) Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
<b>Academy Deposit Policy</b> (date of approval). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
<b>Parental Involvement Policy</b> (date of approval). Reference: MCL 380.1294	CSO
<b>Wellness Policy</b> (date of approval). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO

## Calendar of Additional Reporting Requirements and Critical Dates July 1, 2012 – June 30, 2013

*The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.*

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
September 28	Student Count Day for State Aid F.T.E.	No submission required.
September 30	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October 3	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable.	CEPI
October 3	Certification of Constitutionally Protected Prayer	MDE
October 7	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	School Infrastructure Database (SID); School-Wide Title I Participation	CEPI
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November 1	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
Feb 6	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
June	Registry of Educational Personnel (REP)	CEPI
June	School Infrastructure Database (SID)	CEPI

**SCHEDULE 6**

**INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL  
MANAGEMENT COMPANY**

## **SCHEDULE 6**

### **INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY**

A. The following described categories of information are specifically included within those to be made available to the public and the University Charter Schools Office by the Academy in accordance with Section 11.17(a) of the Terms and Conditions:

1. Contract;
2. Copies of the executed Constitutional Oath of public office form for each serving Director;
3. List of currently serving Directors with name, address, and term of office;
4. Academy Board meeting calendar;
5. Copy of public notice for all Academy Board meetings;
6. Academy Board meeting agendas;
7. Academy Board meeting minutes;
8. Academy Board approved budget and amendments to budget;
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board;
10. Quarterly financial reports submitted to the University Charter Schools Office;
11. Curriculum documents and other educational materials submitted to the University Charter Schools Office;
12. Copy of school improvement plan (if required);
13. Copies of facility leases or deeds, mortgages, modular leases and/or deeds;
14. Equipment leases;
15. Proof of ownership for Academy owned vehicles and portable buildings;
16. Academy Board approved management contract with Educational Service Provider;
17. Academy Board approved service contract(s);
18. Office of Fire Safety certificate of occupancy for all Academy facilities;
19. MDE letter of continuous use (if required);
20. Local County Health Department food service permit (if required);

21. Asbestos inspection report and asbestos management plan (if required);
22. Boiler inspection certificate and lead based paint survey (if required);
23. Phase 1 environmental report (if required);
24. List of current Academy staff with their individual compensation as submitted to the Registry of Educational Personnel;
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff;
26. Evidence of fingerprinting, criminal background and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators;
27. Academy Board approved policies;
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit;
29. Proof of insurance as required by the Contract;
30. Any other information specifically required under Public Act 277 of 2011.

B. The following information is specifically included within the types of information available to the Academy by the ESP (if any) in accordance with section 11.17(b) of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under (a) above.

## MANAGEMENT AGREEMENT

This Management Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 199\_, by and between **Educational Development Corporation, Inc.**, a Michigan corporation ("EDC"), and **Vanguard Charter Academy**, a body corporate and public school academy (the "Academy").

### RECITALS

The Academy is a charter school, organized as a public school academy under the Michigan School Code (the "Code"). The Academy has been granted a contract (the "Contract") by the Board of Trustees of Grand Valley State University ("GVSU") to organize and operate a public school academy, with GVSU as the authorizing body.

EDC was instrumental in the creation of the Academy, having incorporated the Academy, recruited its initial Board of Directors (the "Board"), prepared the application with GVSU for the Contract (the "Application"), and prepared the curriculum and related documents submitted with the Application and essential for the operation of the Academy.

The Academy and EDC desire to create an enduring educational partnership, whereby the Academy and EDC will work together to bring educational excellence and innovation to the Grand Rapids metropolitan area, based on EDC's school design, comprehensive educational program and management principles.

In order to facilitate the commencement of school for the 1996-1997 school year and the continuation of school indefinitely thereafter, and to implement an innovative educational program at the school, the parties desire to establish this arrangement for the management and operation of the Academy.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

### ARTICLE I

#### CONTRACTING RELATIONSHIP

**A. Authority.** The Academy represents that it is authorized by law to contract with a private entity and for that entity to provide educational management services. The Academy further represents that it has been granted the Contract by GVSU to organize and operate a public school academy. The Academy is therefore authorized by GVSU to supervise and control such academy, and is invested with all powers necessary or desirable for carrying out the educational program contemplated in this Agreement.

**B. Contract.** The Academy hereby contracts with EDC, to the extent permitted by law, for the provision of all labor, materials, equipment and supervision necessary for the provision of educational services to students, and the management, operation and maintenance of



the Academy in accordance with the educational goals, curriculum, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, educational goals, and method to be used to monitor compliance with performance of targeted educational outcomes, all as adopted by the Board of the Academy and included in the Contract between the Academy and GVSU.

**C. Status of the Parties.** EDC is a for-profit Michigan corporation, and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of EDC. The relationship between EDC and the Academy is based solely on the terms of this Agreement, and the terms of any other written agreements between EDC and the Academy.

## ARTICLE II

### TERM

**A. Term.** This Agreement shall be effective as of July 1, 1996 and unless otherwise renewed or terminated pursuant to this Agreement shall end on June 30, 2001. The first academic year of this Agreement shall be from September 1, 1996 to June 30, 1997, and each academic year thereafter shall commence on July 1 and end on June 30 of the following year.

**B. Renewal.** This Agreement shall automatically renew for an additional term of one year, and from year to year thereafter, unless written notice of intent to terminate or re-negotiate is given by either party not less than 60 days prior to June 30th of the fifth year of the agreement, or to any subsequent June 30th if the agreement has been renewed.

## ARTICLE III

### FUNCTIONS OF EDC

**A. Responsibility.** EDC shall be responsible and accountable to the Board for the administration, operation and performance of the Academy. EDC's responsibility is expressly limited by: (i) the budget EDC and the Academy agree upon pursuant to the terms of this Agreement, and (ii) the availability of state funding to pay for said services. Neither EDC nor the Academy shall be required to expend Academy funds on services in excess of the amount set forth in the Academy budget. EDC shall not be obligated to provide any services under this Agreement unless a minimum of (i) 200 students are enrolled prior to the opening day of any respective Academy school year, and (ii) 25 students are enrolled in grades kindergarten through 5th, respectively.

**B. Educational Program.** The educational program and program of instruction provided by EDC at the Academy has been described in detail in the Application (the "Educational Program"). The Educational Program has been reviewed and approved by the Board, and by unanimous resolution of the Board adopted for use at the Academy. The Educational Program may be adapted and modified by EDC from time to time, it being understood that an essential principal of this Educational Program is its flexibility, adaptability

and capacity to change in the interest of continuous improvement and efficiency, and that the Academy and EDC are interested in results and not in inflexible prescriptions. Any substantial adaptation or modification of the Educational Program shall be subject to the prior approval of the Board, and if required under the Contract, by GVSU.

**C. Specific Functions.** EDC shall be responsible for all of the management, operation, administration, and education at the Academy. Such functions include, but are not limited to:

1. Implementation and administration of the Educational Program, including the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs (EDC may at its discretion use the Academy's tax exempt and tax identification number in contracts with the Academy for these purchases, or alternatively provide said items in its own name). Assets provided, or caused to be provided, to the Academy by EDC shall remain the property of EDC or the providing entity unless agreed in writing to the contrary.

2. Management of all personnel functions, including professional development for the School Administrator and all instructional personnel and the personnel functions outlined in Article VI.

3. Control, maintenance and operation of the school building, which the Board shall lease or otherwise provide to EDC, and the installation of technology integral to the school design.

4. All aspects of the business administration of the Academy.

5. Transportation and food service, if any is provided, for the Academy.

6. Any other function necessary or expedient for the administration of the Academy.

**D. Subcontracts.** EDC reserves the right to subcontract any and all aspects of all services it agrees to provide to the Academy, including, but not limited to transportation and/or food service. However, EDC shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with approval of the Board.

**E. Place of Performance.** EDC reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by state or local law.

**F. Student Recruitment.** EDC and the Board shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.

**G. Due Process Hearings.** EDC shall provide student due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extent consistent with the Academy's own obligations. The Academy shall retain the right to provide due process as required by law.

**H. Legal Requirements.** EDC shall provide educational programs that meet federal, state, and local requirements, and the requirements imposed under the Code and the Contract, unless such requirements are or have been waived, but the Academy shall interpret state and local regulations liberally to give EDC flexibility and freedom to implement its educational and management programs.

**I. Rules & Procedures.** EDC shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures adopted by the Academy.

**J. School Year and School Day.** The school year and the school day shall be as provided in the Application for the Contract submitted to and approved by GVSU.

**K. Reporting/Authority.** EDC shall be responsible for and accountable to the Board for student academic performance and the performance of EDC's responsibilities as set forth herein. EDC shall provide information to the Board on a quarterly basis to enable the Board to reasonably monitor the students' academic performance and EDC's performance under this Agreement. EDC shall also have all authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein such power may not be delegated by law. If such cases occur, the Academy shall be responsible for providing appropriate guidance to EDC.

**L. Start-up Funds.** EDC may in its discretion advance to the Academy and/or incur on behalf of the Academy reasonable start-up funds, including by way of illustration and not as a limitation, funds for administration and teachers' salaries, legal fees, development of a curriculum, technology system and school operations plan, recruiting, marketing, selecting and pre-service training of staff members, and cleaning, fixing, and equipping the Academy building and related facilities. The repayment of funds so advanced shall be as set forth in Article V of this Agreement.

**M. Unusual Events.** EDC agrees to timely notify the Board and/or school administrator of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the Academy in complying with its responsibilities hereunder.

## ARTICLE IV

### OBLIGATIONS OF THE BOARD

**A. Good Faith Obligation.** The Board shall be responsible for its fiscal and academic policy. The Board shall exercise good faith in considering the recommendations of EDC, including but not limited to, EDC's recommendations concerning policies, rules, regulations, procedures, curriculum, and budgets, subject to constraints of law and requirements of the Contract with GVSU. The Board shall retain the authority, as provided in Section 1300 of the Code, to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the Academy, including regulations relative to the conduct of pupils while in attendance at the Academy or enroute to and from the Academy. The Board shall further retain the obligation, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials, and equipment.

**B. Assistance to EDC.** The Academy shall cooperate with EDC in furnishing all information and submitting all forms and reports required in association with this Agreement. The Academy shall timely furnish EDC all documents and records necessary for EDC to properly perform its responsibilities under this Agreement.

**C. Unusual Events.** The Academy agrees to timely notify EDC of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect EDC in complying with its responsibilities hereunder.

**D. EDC Office Space.** For the term of this Agreement, suitable office space shall be provided at the Academy without cost for EDC personnel and subcontractors. The office space shall be used by EDC only for EDC activities related to the Academy. The Academy shall also provide EDC, upon EDC's request, with an additional room to be used for activities related to the Academy.

## ARTICLE V

### FINANCIAL ARRANGEMENTS

#### **A. Compensation for Services.**

1. For the term of this Agreement, the Board shall pay EDC an annual capitation fee, based upon the per pupil expenditures (PPE) that the Board receives from all sources for the particular students enrolled in the Academy, less the amount payable by the Academy to GVSU for oversight of the Academy's charter. The PPE shall change according to overall changes in the student allocations by the State of Michigan. EDC shall receive as compensation for its services ninety-eight percent (98%) of the Academy's net PPE (after deducting the amount payable to GVSU by the Academy for the Academy's charter) as its annual capitation fee.

2. From the proceeds received, it is intended that EDC shall have sufficient funds and shall pay (i) all costs of the services and educational programs which EDC provides to the Academy pursuant to this Agreement in accordance with the terms of the budget, (ii) Academy expenses which are reflected on the budget or which have been mutually agreed upon by EDC and the Academy in advance, and (iii) leasehold and other obligations incurred by the Academy under the terms of its real property lease, inclusive of capital improvements and repairs as agreed to by EDC and the Board. The balance of the proceeds, if any, shall belong to and be the property of EDC. Subject to the budget and the mutual agreement between the Academy and EDC as to the nature of the expense, and the actual amounts and terms, the type of Academy expenses which shall be paid out of the annual capitation fee by EDC shall include, but not be limited to, land contract payments, lease payments, advances made to the Academy by EDC pursuant to this Agreement, reasonable amounts to cover the cost of insurance premiums to provide public officers' and directors' liability and/or fiduciary insurance, public liability insurance; and fees for auditing or legal services as the Board may require from time to time. Fees for legal services shall be exclusive of any claims, suits or allegations by or on behalf of the Academy, the Board or Board members against EDC or EDC's agents, employees, officers directors or shareholders. It is expressly agreed that EDC is not liable to third parties for Academy expenses; rather, those Academy expenses reflected in the Academy's budget or mutually agreed to by EDC are to be paid by EDC on behalf of the Academy out of the annual capitation fee proceeds received by EDC.

#### **B. Payment.**

1. **Services.** EDC shall receive its fee for its management and operational services concurrently with receipt by the Academy of its monthly PPE funds. It is anticipated that EDC will be paid monthly over nine months starting with October and ending with June. The exact date of each monthly payment, and the amount of each monthly payment, may vary depending upon the timing and the amount of the funds received each month by the Academy.

2. **Advances.** Unless otherwise agreed to in writing by EDC and the Academy, all advances made by EDC to or on behalf of the Academy for procurement of services, salaries, repairs/remodeling, legal fees, start-up costs, or for any other reason other than procurement of equipment, shall be repaid in equal monthly installments, together with interest at a fixed rate equal to 2% over Old Kent Bank's prime rate in effect as of the date of the advance (or at such other rate as is mutually agreed upon between EDC and the Academy), based upon a term mutually agreed upon. However, in no event shall the term exceed the remaining term of this Agreement unless otherwise agreed to in writing by EDC. In the event that this Agreement is terminated, for any reason, any advance balance and accrued interest shall be immediately payable to EDC. To the extent permitted by law, the Academy agrees to, and hereby does, grant EDC a first security interest in all assets owned by the Academy. The pledged Academy assets shall secure the Academy's obligations to EDC under this Agreement, and all amendments and modifications hereto, whether said obligations now exist or are hereafter created. Said security interest shall continue in effect subsequent to the termination or expiration of this Agreement until such time as all obligations are satisfied in full.

**C. Availability of Funds.** Notwithstanding any other term or provision in this Agreement to the contrary, EDC shall not be directly or indirectly liable to any third party for any cost or expense incurred by the Academy and EDC shall only be required to perform its responsibilities under this Agreement to the extent that EDC has received and has available revenues to make payments required by the terms of this Agreement.

**D. Other Revenue Sources.** In order to supplement and enhance the state school aid payments, and improve the quality of education at the Academy, the Board and EDC shall endeavor to obtain revenue from other sources. In this regard:

1. The Academy shall solicit and receive grants and donations consistent with the mission of the Academy;
2. The Academy and/or EDC may apply for and receive grant money, in the name of EDC or the Academy; and
3. To the extent permitted under the Code, EDC may charge fees to students for extra services such as summer and after school programs, athletics, etc., and charge non-Academy students who participate in such programs.

All funds received by EDC or the Academy from such other revenue sources shall inure to and be deemed the property of the party which solicited and/or obtained the funds except as otherwise agreed by the parties in writing.

**E. Other Public School Academies.** The Academy acknowledges that EDC may enter into similar management agreements with other public school academies. EDC shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and other public school academies, and only charge the Academy for expenses incurred on behalf of the Academy. If EDC incurs authorized reimbursable expenses on behalf of Academy and other public school academies which are incapable of precise allocation between such academies, then EDC shall allocate such expenses among all such academies, including the Academy, on a pro rata basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties. All grants or donations received by the Academy, or by EDC for the specific benefit of the Academy, shall be maintained in separate accounts and used solely for the Academy.

**F. Financial Reporting.** EDC shall provide the Board with:

1. A projected annual budget prior to opening the Academy and with a projected annual budget prior to each school year thereafter in accordance with the terms of the Academy's contract with GVSU. All budgets are subject to the approval of the Board.
2. Detailed statements of all revenues received, from whatever source, with respect to the Academy, and detailed statements of all direct expenditures for services rendered to or on behalf of the Academy, whether incurred on-site or off-site, upon request.

3. Annual audits in compliance with state law and regulations showing the manner in which funds are spent at the Academy.

4. Reports on Academy operations, finances and students performance, upon request, but not less frequently than four (4) times per year.

**G. Access to Records.** EDC shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of EDC, and retain all of said records for a period of five (5) years from the close of the fiscal year to which such books, accounts and records relate. EDC and the Academy shall maintain the proper confidentiality of personnel, students and other records as required by law. All Academy financial records retained by EDC pertaining to the Academy shall be available to either the Academy or GVSU for inspection and copying upon reasonable request.

## ARTICLE VI

### PERSONNEL & TRAINING

**A. Personnel Responsibility.** EDC shall have the sole responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included within the Educational Program.

**B. School Administrator.** The accountability of EDC to the Academy is an essential foundation of this Agreement. Since the responsibility of the Academy school administrator is critical to the Academy's success, EDC shall have the authority, consistent with state law, to select and supervise each school administrator and to hold the school administrator accountable for the success of the Academy. The school administrator may be employed by the Academy or by EDC, at EDC's discretion. The duties of the school administrator, and the terms of the school administrator's employment contract, shall be determined by EDC subject to approval by the Board. The school administrator shall be accountable to EDC for the performance of the Academy, and shall work with EDC in conjunction with the operation and management of the Academy. Since the selection and performance of the school administrator is essential to the success of the Academy, the Board's failure to adopt/ratify EDC's recommendations with respect to the school administrator shall constitute a material breach of this Agreement.

**C. Teachers.** EDC shall determine the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy. EDC shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy. Such teachers may, in the discretion of EDC, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by EDC. Each teacher assigned or retained to the Academy shall hold a valid teaching certificate issued by the state board of education under the Code, to the extent required under the Code.

**D. Support Staff.** EDC shall determine the number and the functions of support staff required for the operation of the Academy. EDC shall provide the Academy with qualified staff to efficiently operate the Academy's school. The support staff may, in the discretion of EDC, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, the support staff may also work at other schools managed or operated by EDC.

**E. Employer of Personnel.** EDC, subject to Board approval, shall select the personnel who perform services at the Academy and determine if they shall be employees of the Academy or of EDC. The parties anticipate that virtually all of the staff will be employees of EDC, but such determination may change from time to time. Compensation of all employees of the Academy shall be paid in accordance with Article V(A)(2). For purposes of this Agreement, compensation shall include salary, fringe benefits, and state and federal tax withholdings.

**F. Training.** EDC may provide training in its methods, curriculum, program, and technology to all teaching personnel. Non-instructional personnel shall receive such training as EDC determines reasonable and necessary under the circumstances.

**G. Educational Consultant.** The Board may retain at its own expense an educational consultant to review the operations of the Academy and the performance of EDC under this Agreement. Such consultant shall be selected and retained by the Board. EDC shall cooperate with such consultant in the performance of his or her responsibilities to the Board. Notwithstanding anything contained in this Article VI or elsewhere in this Agreement to the contrary, EDC shall have no authority to select, evaluate, assign, supervise or control any consultant retained by the Board.

## ARTICLE VII

### ADDITIONAL PROGRAMS

**A. Additional Programs.** The services provided by EDC to the Academy under this Agreement consist of the Educational Program during the school year and school day, and age and grade level, as set forth in the Contract, as such school year, school day, and age and grade level may change from time to time. EDC may, in its discretion, provide additional programs, including, but not limited to, pre-kindergarten, summer school and latch-key programs. In such event, EDC may retain the full amount of any and all revenue collected from or for such additional programs, and EDC shall be responsible for the full cost of providing such additional programs.

**B. Food Service and Transportation.** EDC may, in its discretion, provide food service and/or transportation services to students at the Academy. In such event, EDC may retain all revenue collected from or for the food and/or transportation services, and EDC shall be responsible for the full cost of providing such services.



## ARTICLE VIII

### TERMINATION OF AGREEMENT

#### A. Termination.

1. **By EDC.** EDC may terminate this Agreement prior to the end of the terms specified in Article II in the event the Board fails to remedy a material breach within 30 days after notice from EDC. A material breach includes, but is not limited to, EDC's failure to receive for any reason compensation or reimbursement as required by the terms of this Agreement.

2. **By Academy.** The Academy may terminate this Agreement prior to the end of the terms specified in Article II in the event that EDC shall fail to remedy a material breach within 30 days after notice from the Board. Material breach includes, but is not limited to: (i) failure to account for its expenditures or to pay Academy operating costs (provided funds are available to do so), (ii) failure to follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of the Contract, this Agreement, or law, or (iii) receipt by the Board of unsatisfactory reports from EDC or from an educational consultant retained by the Board about matters concerning EDC's performance or the performance of the staff which are not adequately corrected or explained.

3. **By Either Party.** Either party may terminate this Agreement for any reason upon giving not less than 60 days notice to the other party.

#### B. Termination/Expiration.

1. **Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, absent a material breach or unusual and compelling circumstances, the termination will not become effective until the end of the academic year following the notice of termination.

2. **Removal of personal property.** Upon termination or expiration of this Agreement, for any reason, EDC shall have the right to remove all property (i) owned, leased, guaranteed or provided by EDC, inclusive of any personal property which the Academy has the right to purchase to the extent the purchase price is not paid in full for all of the property being acquired by the Academy within ten (10) days from the effective date of termination or expiration of this Agreement, and (ii) any personal property pledged by the Academy to EDC.

3. **Future Advances/Out-of-Pocket Expenses.** Upon termination or expiration of this Agreement, for any reason, all future advances or out-of-pocket expenses paid by EDC shall be immediately repaid by the Academy unless otherwise agreed in writing by EDC.

C. **Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, EDC shall provide the Academy reasonable assistance for up to 90 days to assist in the transition back to a regular school program.

## ARTICLE IX

### PROPRIETARY INFORMATION

A. **Proprietary Information.** To the extent permitted by law, the Academy agrees that EDC shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by EDC, its employees, agents or subcontractors, or by any individual working for or supervised by EDC, which is developed during working hours or during time for which the individual is being paid. EDC shall have the sole and exclusive right to license such materials for use by other school districts, public school academies, private schools, or customers or to modify and/or sell such material to other schools and customers. During the term of this Agreement, EDC may disclose such proprietary information, including that which is currently in existence as well as that which may be created in the future. The Academy shall treat all such proprietary information as though it were a trade secret and copyrighted, and shall use efforts as may be reasonably requested by EDC so as not to disclose, publish, copy, transmit, modify, alter or utilize such proprietary information during the term of this Agreement or at any time after its expiration other than to the extent necessary for implementation of this Agreement. The Academy shall use such efforts as may be reasonably requested by EDC to assure that no Academy personnel or agent disclose, publish, copy, transmit, modify, alter or utilize EDC's proprietary information.

B. **Required Disclosure.** The Academy shall be permitted to report any new teaching techniques or methods or significant revisions to known teaching techniques or methods to GVSU and to the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, as provided in Sections 505(3) and 515(3) of the Code, notwithstanding anything contained in this Article IX to the contrary.

## ARTICLE X

### INDEMNIFICATION

A. **Indemnification.** Each party to this Agreement does hereby indemnify and hold harmless the other, and GVSU, and their respective boards of directors, partners, officers, employees, agents, representatives, and attorneys from and against any and all claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence of the other party, (ii) any action taken or not taken by the other party, or (iii) any noncompliance or breach by the other party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this subsection, "party" shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. Such

indemnification may be achieved by the joint purchase of general liability and property insurance policies, or by such other means as the parties may mutually agree.

**B. Limitations of Liabilities.** The Academy shall assert all immunities and statutory limitations of liability in connection with any claims arising hereunder, and shall not waive any immunities or limitations without the prior written consent of EDC.

## ARTICLE XI

### INSURANCE

**A. Insurance Coverage.** The Academy shall maintain general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence, with EDC listed as an additional insured. In addition, the Academy shall maintain an umbrella liability policy of two million dollars (\$2,000,000.00) with EDC listed as an additional insured. The building and related capital facilities remain the responsibility of the Board and the Board shall cover its property with insurance. The Board shall also maintain such insurance in an amount and on such terms as are reasonably acceptable to EDC as shall be necessary to indemnify EDC as provided in this Agreement. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

**B. Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

**C. Limitations of Liabilities.** The Academy shall assert all immunities and statutory limitations of liability in connection with any claims arising hereunder, and shall not waive any of such immunities or limitations without the prior written consent of EDC.

## ARTICLE XII

### WARRANTIES AND REPRESENTATIONS

**A. Academy Warranties and Representations.** The Academy represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

**B. EDC Warranties and Representations.** EDC warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. EDC will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Academy agrees to assist EDC in applying for such licenses and permits and in obtaining such approvals and consents.

C. **Mutual Warranties.** The Academy and EDC mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

### ARTICLE XIII

#### MISCELLANEOUS

A. **Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and EDC.

B. **Cross Default.** EDC and the Academy expressly acknowledge and agree that a default by the Academy under the terms of this Agreement, or any amendments or modifications thereto, shall constitute and be deemed a default under any other obligations of the Academy to EDC, whether evidenced by a lease, promissory note, land contract or any other instrument. Further, any default by the Academy in any other obligation of the Academy to EDC shall constitute a default by the Academy under this Agreement. In the event of a default, EDC shall be entitled to all remedies available to it under any of the agreements entered into between EDC and the Academy as well as all legal and equitable remedies available to EDC.

C. **Force Majeure.** Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement under Article 6 if sufficient grounds exist as required by said Article 6.

D. **State Governing Law/Waiver of Jury Trial.** The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Michigan. EDC and the Academy hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either EDC or the Academy against the other.

E. **Agreement in Entirety.** This Agreement (including Attachments) constitutes the entire agreement of the parties.

F. **Official Notices.** All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by (i) by facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal or personal delivery if given by facsimile or personal

delivery, or upon the date of postmark if sent by certified or registered mail. The address of the parties hereto for the purposes aforesaid shall be:

THE ACADEMY: Vanguard Charter Academy  
Attn: (School Administrator)  
1620 - 52<sup>nd</sup> Street, S. W.  
Grand Rapids, Michigan 49509  
Telephone: (616) \_\_\_\_\_  
Facsimile: (616) \_\_\_\_\_

with a copy to:

Candace L. Sorensen  
1700 Tammarron, S.E.  
Grand Rapids, MI 49546-9700  
Telephone: (616) 682-0110  
Facsimile: (616) 682-0110

EDC: Educational Development Corporation  
Attn: John R. Grant  
1007 Parchment Drive, S.E.  
Grand Rapids, Michigan 49546  
Telephone: (616) 957-9060  
Facsimile: (616) 957-9002

GRAND VALLEY  
STATE UNIVERSITY: Grand Valley State University  
Attn: J. Patrick Sandro  
Special Assistant to the President for Charter Schools  
119 AuSable Hall  
Allendale, MI 49401

**G. Assignment.** This Agreement shall not be assigned by EDC without the prior consent in writing of the Academy (which consent shall not be unreasonably withheld) or by the Academy without the prior consent in writing of EDC (which consent shall not be unreasonably withheld), provided that EDC may, without the consent of the Academy, delegate the performance of but not responsibility for any duties and obligations of EDC hereunder to any independent contractor, expert or professional adviser. Notwithstanding the foregoing, EDC may assign its rights and responsibilities under this Agreement, with or without the consent of the Academy, to a third person or entity provided that EDC and/or J.C. Huizenga, individually, retains for a minimum of one calendar year not less than a ten percent (10%) ownership interest in the business and/or entity to which this Agreement is signed.

H. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both the President of the Academy and authorized officer of EDC.

I. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

J. Cost and Expenses. If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Date: September 16, 1996

EDUCATIONAL DEVELOPMENT  
CORPORATION

By: J.C. Huizenga

J.C. Huizenga

Its: PRESIDENT

Date: September 16, 1996

VANGUARD CHARTER ACADEMY

By: Darlene K. Blahouse

Its: President

952899008-0012-CRB

**SCHEDULE 7**

**ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM**

**SCHEDULE 7-1**

**EDUCATIONAL GOALS AND PROGRAMS**



## SCHEDULE 7-1

### EDUCATIONAL GOALS

#### Standards for Schools Serving from Kindergarten to Eighth Grade:

Standard #1: On the average of all MEAP tests administered or successor state test administered, the public school academy will meet or exceed the performance of its select peer district. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

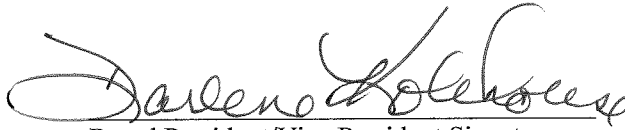
Standard #2: On the average of all MEAP tests or successor state test administered, the public school academy will meet or exceed the performance of its compositional peer district. The comparison scores for the compositional peer district are populated by the weighted total of MEAP scores from those districts in which the PSA's students physically reside.

Standard #3: The public school academy will not average more than one-half a standard deviation below GVSU's MEAP or successor state test/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Standard #4: The Fall to Spring growth rate of each grade and subject for all groups of pupils for which the administered nationally norm-referenced test is designed will fall at the fiftieth percentile or higher.

Date:

5/15/12



Board President/Vice President Signature

#### Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Vanguard Board of Directors at a properly noticed open meeting held on the 15 day of May, 2012, at which a quorum was present.



Board Secretary

5-15-12

**SCHEDULE 7-2**

**CURRICULUM**

## **Schedule 7-2 Curriculum**

The instructional program at Fortis Academy will be driven by the learning goals established for all students through its curriculum. These learning goals encompass academic standards in the core areas of learning including English language arts, mathematics, science, and social studies, as well as other areas of learning such as the arts, music, and physical education. Because individual responsibility, integrity, personal character, and effort are important contributors to success in school and life, and because character traits such as perseverance are highly correlated with college success, character development and the teaching of virtues will be an explicit and integrated component of the curriculum. When coupled with high-quality instruction and solid curricular tools to support instruction, the curriculum will promote academic success for students, equipping them with the knowledge, understanding, and skills needed to meet or exceed the Michigan Content Standards and the Common Core State Standards.

The school's instructional program includes clear, coherent, and sequential standards, labeled Educational Objectives, for all grade levels and in all content areas. Core content area summary information is included below.

### ***English Language Arts***

Literacy, including reading and writing, is a critical component of college readiness. "Low literacy levels often prevent high school students from mastering other subjects" and struggling readers are often excluded from academically challenging courses.<sup>1</sup> Developing reading proficiency and strong literacy skills in elementary and middle grades is essential to ensuring that students are on a college-readiness trajectory. The English language arts (ELA) curriculum is designed to produce highly literate students who are proficient readers and strong writers. The curriculum enables students to read, comprehend, write, and respond thoughtfully to what they encounter in the classroom and the world around them through its reading, writing, speaking, listening, and viewing components.

In early grades, the curriculum emphasizes the five components of reading instruction as outlined by the National Reading Panel, including phonemic awareness, phonics, fluency, vocabulary, and text comprehension. The curriculum also helps students develop the intellectual processes needed to remember, understand, analyze, evaluate, apply, and extend the ideas they encounter while reading. Student learning is enhanced through reading a variety of fiction and nonfiction texts, including a wide range of expository/informational and literary genres. Through writing, students learn the technical skills and processes necessary to produce different types of texts, with appropriate conventions, but also learn to write creatively and critically. And through speaking, listening, and viewing, students become collaborative and reflective in their learning processes. Students who master the ELA curriculum are prepared to read for deep meaning and understanding, write and speak effectively to communicate ideas and information while using appropriate language conventions, listen actively and critically as they encounter new information and ideas, and generate new ideas based on what they encounter both inside and outside the classroom.

Beyond this, the curriculum in grades K-2 focuses on and supports the process of learning to read. Decoding, word recognition, and building vocabulary are important as students begin to develop understanding and fluency. In grades 3-5, the curriculum supports a transition from

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<sup>1</sup> ACT, Inc., *Reading Between the Lines: What the ACT Reveals About College Readiness in Reading* (Iowa City, IA, 2006).

learning how to read to reading in order to learn; learning shifts to understanding that texts have specific purposes and reading with those purposes in mind. Students are introduced to informational text in addition to a variety of literary texts. Reliance on the basal reader decreases and additional resources like novels, newspapers, magazines, and web-based resources are used to support reading instruction. In grades 6-8, the curriculum focuses on extending reading and comprehension skills, developing deep evaluation and analysis skills and the ability to make connections within and between texts.

The language arts curriculum supports learning in language conventions, mechanics, spelling, and writing. In the earliest grades, students learn how to write words and sentences using appropriate mechanics and grammar and begin to use the writing process to convey information and narrative through written text. In middle grades, the curriculum develops in students a deeper understanding of writing through a focus on prewriting strategies, organizational formats, drafting, revising, proofreading, and publishing. The curriculum ensures that students learn to write for different purposes; writing includes narratives, stories, poems, interpretive responses, essays, and descriptive pieces. In later grades, the curriculum continues to extend students' writing skills through narrative, expository, persuasive, and technical writing, and technology enhances students' ability to write, revise, edit, and publish their work. Grammar, punctuation, spelling, and writing conventions are taught as part of language arts for students in all grades.

### **Mathematics**

If students are to be well-equipped for college and beyond, students must be prepared through their K-8 education to take Algebra II and other advanced mathematics courses in high school. "A strong grounding in high school mathematics through Algebra II or higher correlates powerfully with access to college, graduation from college, and earning in the top quartile of income from employment."<sup>2</sup> The development of a deep understanding of mathematical concepts makes such success possible. The school's mathematics curriculum is designed to ensure that all students complete Algebra I by eighth grade, thus placing students on a college- and career-readiness trajectory. Students who successfully complete Algebra I prior to entering high school are much more likely to complete Algebra II and other more advanced mathematics prior to graduating high school, which means they will be "more than twice as likely to graduate from college" than students who don't complete it.<sup>3</sup>

The National Council for Teachers of Mathematics has recognized the importance of the study of algebra in developing mathematical fluency and has also noted the importance of the study of other mathematics components such as number sense and number operations, measurement, geometry, data analysis and probability, and problem solving. The curriculum focuses on each of these components beginning in kindergarten. Number Sense is developed through a variety of concrete models, allowing students to use the area of the brain used for the comprehension of mathematical knowledge. Students are prepared to be fluent in computation using formal algorithms and also learn essential measurement and data analysis skills. Students also learn to make connections and apply mathematical knowledge through problem solving and inquiry.

In grades K-2, algebraic awareness, number sense, and computational fluency are the main focus of students' learning. Students develop the skills necessary to progress into higher level mathematics; through open-ended problem solving, they increase their critical thinking skills and ability to see connections across mathematics as well as other subjects. In grades 3-5, learning

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<sup>2</sup> National Mathematics Advisory Panel, *Foundations for Success: The Final Report of the National Mathematics Advisory Panel* (Washington, D.C.: U.S. Department of Education, 2008).

<sup>3</sup> *Ibid.*

shifts from computation to fractional awareness. The part-to-whole relationships that are developed in these early grades lead to a deeper understanding of fractions, percents, and decimals and computation. Algebraic skills move from pattern recognition and development to the creation of equations and the use of variables. As students move into grades 6-8, the focus shifts to the study of algebra and functions. Number sense remains a critical focus area through the study of integers, rational and irrational numbers, exponents, and absolute values. Conceptual ideas are integrated through lab activities that provide exploratory opportunities for students to explicitly connect abstract ideas to concrete examples.

The mathematics curriculum also ensures that students become effective as mathematical communicators by engaging them in thinking, reading, and writing about mathematics to help them understand the foundational concepts necessary for success in more complex mathematical coursework.

### **Science**

As the Association for the Advancement of Science and the National Council on Science explain, developing college-ready and scientifically literate students involves teaching a mixture of content knowledge, the practices and skills of scientists, and information on the nature of science. The curriculum, which includes study in Life Science, Physical Science, and Earth and Space Science, is designed to develop content knowledge about the results of scientific discoveries regarding the natural world. The teaching of practices and skills of scientists requires that students participate in the scientific process of inquiry and discovery through conducting investigations, using instruments, and applying mathematical skills that model the process used by scientists to learn about the universe. The curriculum provides students with the opportunity to participate in the scientific process, in addition to read, write, discuss and experiment with science through high level thinking and problem solving. It also ensures that students use the scientific processes and skills through lab work and investigations.

The content of the science curriculum in grades K-2 focuses scientific learning primarily through the study of events and phenomena in nature that can be observed with the five senses. Investigations at this level are modeled, simple, and structured, allowing students to write journals on their discoveries, create simple pictographs of data, and draw conclusions from observations under the direction of the teacher. The incorporation of non-fiction readers on each topic provides students the opportunity to develop grade level appropriate science vocabulary.

Building on these foundational skills, including the integration of skills from English language arts and Math, the curriculum for grades 3-5 directs students to begin exploring cause and effect connections between events (e.g., the sun rises every day and it gets warmer during the day, ergo, the sun provides heat to earth). Investigations for students in grades 3-5 are still often modeled, but they are more complex and involve more detailed measurements, use a variety of tools such as balances and microscopes, and require students to control for multiple variables. Students engage in the practices of scientists as they chart data, complete lab reports, and create graphs in order to communicate results of investigations orally and in writing while defending their conclusions.

The curriculum for students in grades 6-8 includes further exploration of cause and effect relationships while also connecting knowledge of concepts to real world examples and solidifying congruence between students' understanding of phenomena to that of the scientific community. Investigations are more student-directed, from the guiding question through the scientific procedures to the organizing, analyzing and reporting of data. Within each unit of instruction in grades 6-8, students will employ the skills of scientists as they make connections

with respect to the content of the unit using the methods of science. The scientific method is consistently integrated into content units throughout the year, and students will conduct science investigations through both closed lab investigations and through open investigations in response to the questions being raised during content studies.

### ***Social Studies***

The Social Studies curriculum ensures that students are not only prepared for high school and college, but also prepared for the rest of their lives as global citizens. According to ACT, developing students' understanding in the disciplines of history, culture, economics, and civics ensures that they are ready for college. In addition to supporting learning in these areas, the Social Studies curriculum also allows students to develop and utilize critical thinking skills by making connections, inferences, and arguments around the content and skills they are learning in these disciplines. This focus on content, skills, and critical thinking produces students who are knowledgeable in Social Studies and prepared to participate in society as informed citizens.

The curriculum emphasizes the Social Studies disciplines that will best prepare students to be intelligent members of society. Students who master the Social Studies curriculum understand how geography and economics interact in a global society. Through exposure to primary and secondary sources, students develop knowledge of our shared national and world history and are able to make connections between the past and present and between cultures and government systems that are familiar and those that are not.

Specifically, the Social Studies curriculum in grades K-2 focuses on students being able to describe basic historical events, people, and conflicts and to develop an understanding of their own culture and local community. In these early grades, students begin to become exposed to the history and cultures of places around the world to expand their knowledge beyond what is in close proximity to them. By grades 3-5, the curriculum helps students describe historical happenings in more detail while allowing them to comment on how these happenings had an impact on other historical occurrences in American and world cultures. By grades 6-8, students are regularly practicing how to make connections between historical events in the United States and the world and current events, as well as developing their knowledge of the relationship between geography, history, economics, and culture.

The Social Studies curriculum also supports learning geography, economics, and civics. In the primary grades, students become familiar with basic geographical representations, economic concepts and resources, and functions of government by studying local examples of their community and school. In the intermediate grades, the curriculum gives students opportunities to extend this basic knowledge to gather more complex information, describe concepts in more detail, and deepen their understanding of the relationship between geography, economics, and civics. Third through fifth grade students extend their learning by studying these relationships through national examples. In the middle school grades, the curriculum helps the students use their knowledge of geography, economics, and civics to make generalizations about countries around the world, to compare these countries to the United States, and to describe how these disciplines work together in a global society.

### ***Character Development***

Because teaching virtues is integral to the development of children and to preparedness for high school and college, the curriculum includes explicit, integrated character development. This component of the curriculum, which we call Moral Focus, identifies the skills, behaviors, character traits, and virtues that students need to apply their academic learning as citizens and

to be successful learners in high school and college. A comprehensive character development approach, drawing from both the *Smart & Good Schools Initiative*<sup>4</sup> and the Greek Cardinal Virtues, is focused through the study of Moral Character, Performance Character, and Social Character.

Moral Character guides students towards becoming their best self. Through the curriculum, students learn that character is defined by the virtues that they incorporate as a consistent part of their behavior. They also learn that they, as individuals, bear the responsibility for developing these virtues. The curriculum consists of a school wide focus around nine monthly virtues, which were derived from the Greek Cardinal Virtues. Students develop these virtues through explicit teaching and integrated practice until they become settled habits. Each monthly virtue is comprised of three focus virtues that build from kindergarten to eighth grade. This allows students to acquire a deep understanding of each virtue. Each monthly focus virtue within the curriculum is clearly defined within the curriculum and includes expected student behavior as it relates to that virtue.

Performance Character helps students grow in their ability to do their best work. Through the study of performance character, students learn that effort creates ability and that achievement must be earned. Students learn to strive for excellence in all that they do, work hard to overcome obstacles, find joy in a job well done, and develop the work and study habits needed to succeed in school and life. Students develop the skills to take ownership of their learning, and they acquire the tools needed to be able to define, prioritize, and complete tasks independently and utilize their time efficiently. In addition to these academic strategies, students learn to set goals for improvement and to monitor their progress in meeting those goals.

Social Character focuses on the skills students need to interact best with others. The social character aspect of the character development curriculum enhances students' ability to listen and be understood by others. Students learn to identify and manage their emotions in order to regulate their behavior and make wise choices. They consider possible outcomes, alternatives, and consequences to their choices with the understanding that they alone are responsible for their actions. Students also acquire the tools needed to have effective and lasting interpersonal relationships with others.

Students learn to internalize these concepts through the intentional and consistent focus on the application of character development concepts throughout all aspects of school life. The character development curriculum is not another subject to be taught during the school day. It defines the character traits and behaviors that need to be consistently and intentionally modeled for and exhibited by students at all times throughout the day; complete integration is thus essential for students to learn the importance of developing and maintaining a strong personal character and the qualities necessary for success as both a student and a citizen. Through consistent modeling and integration of the virtues and behaviors identified in the character development curriculum, staff and students create a learning environment built on a foundation

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<sup>4</sup> See Matthew Davidson and Thomas Lickona, *Smart & Good High Schools: Integrating Excellence and Ethics for Success in School, Work, and Beyond* (Cortland, NY: Center for the 4<sup>th</sup> and 5<sup>th</sup> Rs, 2005). Respect and Responsibility / Washington D.C.: Character Education Partnership.

of respect and care where everyone works hard to achieve academic goals and improve school culture.



**SCHEDULE 7-3**

**STAFF RESPONSIBILITIES**

Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. The Academy may use noncertified individuals to teach as follows:

(a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and

(b) In any other situation in which a school district is permitted under this act to use noncertificated teachers.

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

### **Schedule 7-3**

#### **Description of Staff Responsibilities**

##### **Responsibilities for Staff Members:**

Following is a brief discussion of the main positions and their responsibilities. Some positions, such as custodian, may be contracted labor.

##### **Principal**

Employed by: National Heritage Academies

Reports to: Director of School Quality

The Principal is responsible for the following:

- Hire and evaluate school staff
- Develop and evaluate educational program to ensure conformance to state, federal, school Board, and National Heritage Academies' standards
- Develop and coordinate educational programs through meetings with staff, review of teachers' activities, and issuance of directives
- Confer with teachers, students, and parents concerning educational and behavioral problems in school
- Establish and maintain relationships with colleges, community organizations, and other schools to coordinate educational services
- Facilitate parent education and involvement
- Requisition and allocate supplies, equipment, and instructional material as needed
- Direct preparation of class schedules, cumulative records, and attendance reports
- Monitor safety and security of students, staff, visitors, and school facility
- Monitor school budget and manage expenses
- Direct building maintenance and custodial services
- Develop and administer educational programs for students with mental or physical disabilities

##### **Qualifications:**

- Must meet state requirements for elementary principals.
- Master's degree (M.A.) or equivalent; or four to ten years related experience and/or training; or equivalent combination of education and experience.
- Demonstrated successful leadership as a school principal.
- Demonstrated successful teaching experience.
- Exhibited leadership in working with professional staff, students, and the community.

##### **Dean**

Employed by: National Heritage Academies

Reports to: Principal

The role of the Dean was designed to share and distribute leadership more effectively within the school structure. The primary responsibility of the Dean is to observe, coach, and provide feedback weekly with one-on-one conversations with all assigned teachers. Responsibilities of a Dean will also include the following:

- Oversee and monitor that Moral Focus curriculum is integrated into lesson design and delivery
- Deliver professional development

- Provide training for effective classroom management (including creating and implementing social contracts)
- Train and support a consistent student discipline program
- Monitor Special Education students in various settings and provide feedback
- Monitor lesson plans to prescribed template weekly
- Facilitate wing and grade level meetings as assigned

**Qualifications:**

- Valid teaching certificate/license with appropriate endorsements.
- Two to three years of teaching experience, preferably at a school managed by National Heritage Academies.
- Ability to establish and maintain effective working relationships with students, peers, parents and community.
- Responsible in completing tasks and problem solving.
- Demonstrates organization skills.
- Encourages excitement in teachers.
- Demonstrates vision for continuous improvement in school academics and learning.

**Teacher**

Employed by: National Heritage Academies

Reports to: Dean

Teachers are responsible to implement the curriculum, coordinate with educational assistants, maintain current achievement level information, assign additional studies to students not meeting or exceeding achievement, keep accurate student records, and establish classroom procedures. Teachers are also responsible to order supplementary education materials, request parent volunteers and report all education-related activities to the Principal.

**Responsibilities:**

- Strategically plan the year's learning objectives
- Model enthusiasm for learning
- Teach the curriculum provided for the grade level
- Provide thoughtfully-prepared, high-quality lessons each day
- Develop materials as needed for all academic subjects to ensure excellent opportunities for students to master material
- Assess student learning and check frequently for mastery of material
- Provide parents with regular feedback regarding their student's progress through verbal contact, written contact, progress reports, report cards, and parent/teacher conferences
- Promote character development by establishing an atmosphere of integrity, high expectations, and sensitivity
- Maintain a neat, orderly, functional, cheerful-looking classroom
- Work effectively with his/her grade level team (where applicable) and the rest of the staff team
- Supervise recess periods, lunch periods, and other activities when a parent volunteer is not available
- Follow the Student Discipline Policy and all other discipline policies
- Grow professionally through further academic studies

- Understand and support all aspects of the Employee Handbook and Benefit Plan Descriptions
- Use AtSchool® to record grades, report attendance, complete report cards, and access online educational materials
- Assist the Principal in other duties as requested

**Qualifications:**

- Bachelor's Degree and appropriate Teaching Certificate/Licensure
- Demonstrated ability to communicate and work effectively with parents
- Demonstrated ability to adapt to individuals specific needs
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community
- Demonstrated ability to utilize varied teaching methodologies to accommodate students' unique learning styles
- Demonstrated ability to evaluate tests and measurements of achievement
- Demonstrated ability to work effectively as a team member

**Special Education Teacher**

Employed by: National Heritage Academies

Reports to: Dean

The Special Education Teacher at the school is a versatile individual who specializes in working with students with disabilities and their families to maximize their potential.

**Responsibilities:**

- Provide direct and indirect instruction
- Provide long and short term planning that addresses individual needs of students
- Evaluate students' progress
- Teach a multi-model approach
- Provide an inviting, exciting, innovative, learning environment
- Establish and maintain classroom management procedures
- Report directly to the Dean of Student Services
- Prepare written reports accurately and submit in a timely manner
- Effectively communicate with regular education teachers, parents and administrators to facilitate the IEPC procedure
- Effectively consult with parents, students, teachers and administration
- Provide professional liaison between school and home when necessary
- Remain current on rules set forth in special education law
- Maintain privacy of student records and information

**Qualifications:**

- Michigan Elementary Teaching Certificate
- Michigan Special Education Certification
- Demonstrated ability to communicate and work effectively with parents
- Demonstrated ability to adapt to individuals specific needs
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community
- Demonstrated ability to utilize varied teaching methodologies to accommodate

- students' unique learning styles
- Demonstrated ability to evaluate tests and measurements of achievement
- Demonstrated ability to work effectively as a team member

### **Registrar**

Employed by: National Heritage Academies

Reports to: Principal

The Registrar will maintain the school office and provide assistance to students, parents, and staff.

#### **Responsibilities:**

- Maintain and update record-keeping at the school
- Answer phones
- Maintain student counts
- Maintain student database
- Maintain student master schedule
- Provide assistance to staff and students
- Perform as a receptionist for the school

#### **Qualifications:**

- Ability to word process and utilize a database accurately
- Demonstrated ability to communicate and work effectively with staff and parents
- Ability to adapt to constantly changing needs
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff, and community

### **Library Technology Specialist**

Employed by: National Heritage Academies

Reports to: Principal

The Library Technology Specialist's role is to provide the leadership and expertise necessary to ensure that the library and technology programs are an integral part of the instructional program of the school. The Library Technology Specialist will assume the responsibility of leader, trainer, manager, teacher, and information specialist.

#### **Responsibilities:**

- Work with administrators and school personnel to develop long range goals and objectives for the school library and technology programs
- Serve as the primary contact for the IT Department in the school
- Initiate and maintain contact with Principal, teachers, and students to implement library and technology programs
- Communicate the philosophy and goals of the school library and technology programs to the students, teachers, administration and community
- Plan, teach, evaluate and reinforce instruction designed to make students and staff effective users of information
- Make resources available to students and teachers through a systematically developed and organized collection of library media materials and technology
- Arrange for flexible scheduling of library and technology

- Assist teachers to promote reading and guide students in the individual choice of books for recreational and research reading
- Participate in school leadership and strategic planning at the building level
- Provide staff development opportunities for school personnel in the selection, use, evaluation and availability of media
- Provide indirect supervision of the library technology aide and volunteer staff in the library and technology center(s)

**Qualifications:**

- Bachelor's Degree along with appropriate certification/licensure for teaching in a library/media center setting

**Instructional Aide**

Employed by: National Heritage Academies

Reports to: Teacher

The Instructional Aide at the school will provide assistance and support under the direct supervision of a certified or licensed teacher, as needed. The Instructional Aide's responsibilities include but are not limited to:

**Responsibilities:**

- Assist with oversight and technical operations of computer laboratories
- Assist with physical care tasks and health-related activities as appropriate
- Assist students with behavioral/management needs
- Assist with setting up laboratory equipment, conducting experiments, and performing limited reviews of student laboratory reports
- Assist with technical preparation and production of media programs
- Read to and play audio-visual materials for children
- Assist with proctoring examinations and other related tasks
- Assist with correcting test papers, recording grades, maintaining files, and preparing statistical reports
- Manage records, materials, and equipment
- Supervise students

**SCHEDULE 7-4**

**METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT**



#### SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

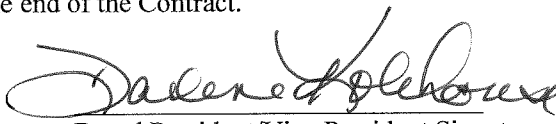
Included in the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

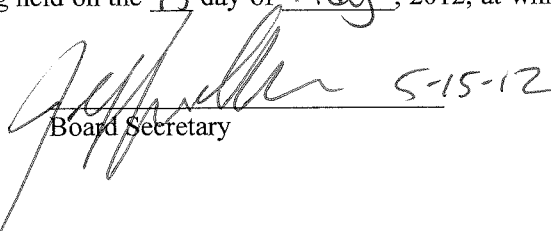
The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

Date: 5/15/12

  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Vanguard Board of Directors at a properly noticed open meeting held on the 15 day of May, 2012, at which a quorum was present.

  
Board Secretary 5-15-12

**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**

## **Admission and Enrollment Policy**

Admission to the Academy shall be open to all age-appropriate children for grade levels offered in accordance with the Academy's charter contract without charge for tuition and without discrimination on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district. Admission shall comply with all applicable federal and state laws. Admission shall be limited to those students who are residents of the state, except a foreign exchange student.

The Academy will remove barriers to the enrollment and retention in school of children and youth experiencing homelessness by developing and implementing practices and procedures consistent with the McKinney-Vento Homeless Education Assistance Act and applicable state law. The school will ensure that all identified homeless children and unaccompanied youth receive a free and appropriate education and are given meaningful opportunities to succeed in the school.

It is the policy of the Board that its educational service provider develop and implement practices and procedures that control the admission and enrollment of students, including public notice, lottery and random selection drawing to be used when the number of applicants exceed the number of available spaces for grades offered. Detailed application, lottery and admission practices and procedures shall be available to parents and the general public at the school office. The Board will annually approve offered seats and maximum class size of the Academy.

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### References:

US Constitution, Fourteenth Amendment

Title IX of Education Amendments Act (20 USC 1681 et. seq.)

The Civil Rights Act of 1964

The McKinney-Vento Homeless Education Assistance Act (42 USC §11434a[2])

Rehabilitation Act of 1973 (29 USC 791 et. seq.)

Equal Educational Opportunity Act of 1974 (20 USC 1703 et. seq.)

The Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.)

Michigan Constitution

MCL 37.1101 et. seq.; 37.1402; 37.2402; 380.503 et. seq; 380.504 et. seq.; 380.1146; 380.1704

National Heritage Academies Admissions and Enrollment Practices & Procedures

National Heritage Academies Homeless Child Practices & Procedures

## **NHA PRACTICES AND PROCEDURES: ADMISSIONS AND ENROLLMENT (MI)**

The school will comply with all applicable federal and state laws related to admissions and enrollment.

### **Non-Discrimination**

The school will not discriminate on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing public school.

### **Open Enrollment Period and Notice**

The “**Open Enrollment Period**” for the first year of operation will be determined prior to June 30 by the NHA Admissions Department and included in the notice of Open Enrollment. In all subsequent years, the Open Enrollment Period is from the first day of school of the current school year until 5:00 p.m. on the last day of business in February of the current school year. Notice of the Open Enrollment Period and application process will be designed to inform the persons most likely to be interested in the school.

National Heritage Academies (NHA) and/or the school will provide notice of open enrollment by (a) printing a legal notice of the enrollment period in a local newspaper of general circulation; (b) mailing a written notice of the Open Enrollment Period and an application to all families who inquire about school enrollment; and (c) posting a written notice of the Open Enrollment Period at the school. In addition, notice may also be provided by airing a public service announcement on local television.

As part of the enrollment process, the school staff will communicate to meet with families, parents and students prior to the first day of school.

### **Application Procedures**

Interested parties may obtain applications at:

- The school’s website accessed through [www.nhaschools.com](http://www.nhaschools.com)
- The offices of the school
- The service center of NHA at 3850 Broadmoor SE, Suite 201, Grand Rapids, MI 49512 or by calling 866-NHA-ENROLL from 8:00 a.m. to 5:00 p.m. EST.

Applications will be mailed or faxed to anyone requesting an application by telephone.

Applications for the current school year will be accepted until the end of the current school year and available seats will be filled. Applications for the subsequent school year are received during and after the Open Enrollment Period. If applications received during the Open Enrollment Period exceed offered seats in any grade level (“over-subscribed grades”), a random selection process will take place for all grade levels including under-subscribed grade levels. If applications received are fewer than offered seats in each and every grade level (“under-subscribed grades”), all eligible applicants will be accepted and a random selection process will not be conducted.

All applications received after the Open Enrollment Period will not be eligible to participate in the random selection process, and will be added to the end of the accepted list if offered seats are still available after the random selection process, or to the resulting waiting list created at the time of the random selection process.

Accepted applicants must confirm their intent to attend the school within four weeks of acceptance by returning certain initial forms, including an Admissions Form and an Official Release of Records Form. The school will send letters to parents reminding them of this obligation in order to enroll their child. The school will send all applicants a postcard to inform parents that if the student does not attend the first day of school or call in to request an excused absence by the date and time indicated, the student will forfeit his/her registered status in the school and will not be enrolled. The school may attempt to call all applicants who have not responded to inquire whether the applicant is still planning to attend.

Once students are enrolled and remain enrolled, they will remain eligible to be re-enrolled at the school for successive years without having to reenter the random selection process. However, they will be requested to complete a re-enrollment form by the end of the Open Enrollment Period showing intent to re-enroll for the subsequent school year. All applicants on a waiting list must resubmit an application for the following school year during the next Open Enrollment Period.

### **Standby Opportunity Plan**

The Standby Opportunity Plan (SOP) is a procedure by which the school may decide to revise its waiting list on the first day of school. If the school follows this procedure, the school will send all applicants on the waiting list a registration card prior to the first day of school. To be included in the SOP, the applicant must return the card to the school by 1:00 p.m. on the first day of school, providing phone numbers where the applicant can be reached the first day of school between the times listed on the card. In the event of an offered seat becoming available, the school will attempt to reach the parent participating in the SOP and offer the seat. If the school cannot reach the parent at the phone numbers and during the times provided on the card, the school will contact the next person on the waiting list who is participating in the SOP. If a student participates in the SOP and a seat is not available for them, they may receive a higher waiting list priority than those students who did not participate.

### **Random Selection Process**

The random selection process shall be open to the public, and the school will notify all applicants of the time and place. A neutral third party person will be present during the random selection process. This person will not be related to any student, staff member, anyone applying to the school, or an NHA employee. Names will be randomly selected until all offered seats have been filled. Any remaining names will be randomly selected to establish waiting list priority used to fill offered seats prior to and during the school year for which the student applied. After all eligible names have been randomly selected, the school will add the names of applicants who submitted applications after the Open Enrollment Period in the order in which they were received. The random selection process will be video recorded. In the event of any discrepancy, the video recording will be the official record of placement of students.

### **Class Size and Offered Seats**

Class size and offered seats will be recommended by NHA and submitted to the school board of directors for approval. In order to make provision for student attrition (reenrolling students who indicate that they are coming back but do not return on the first day of school) and erosion (new students who have been accepted for offered seats but are absent without excuse on the first day of school), the school may over-subscribe grades. The number of students to be over-subscribed will be determined based on historical and forecasted attrition and erosion. In addition, the number of classrooms may fluctuate in the event the number of students enrolled warrants the increase or decrease in number of classrooms. In no event will over-subscription, or fluctuations in the number of classrooms result in a violation of any provision or limit contained within the school's charter or applicable law.

### **Enrollment Preferences**

Enrollment preference is first given to currently enrolled students. Next preference is given to the following ordered categories of applicants:

- Siblings of currently enrolled students
- Siblings of students selected in the random selection process
- All remaining applicants

If permitted by law, other enrollment preferences may be granted. If a student is selected for a grade level that still has offered seats available and the student has a sibling applying for a grade that no longer has offered seats available, the student will be accepted for his/her grade level and the student's sibling will be placed on the waiting list for his/her grade level with sibling preference. Therefore, while sibling preference applies, siblings are not guaranteed a seat.

### **Procedural Steps**

**Step 1: Setup**

A list with the name of each student who submitted an application during the Open Enrollment Period will be created. The list will include the student's name, birth date, grade level to which the student is applying, street address, and names and grade levels of any siblings who are also applying for admission to the school.

**Step 2: Admission of Applicants Applying for Under and Over-Subscribed Grades**

A neutral third-party person will perform a random selection of the names of each applicant. Any under-subscribed grades will be considered before the over-subscribed grades in descending order. After all under-subscribed grades have been identified, the order of the over-subscribed grades will be randomly selected. Once the grade order has been established, randomly selected students will be placed in available seats or on the waiting list in the applying grade if an offered seat is not available. If the selected student is accepted and has siblings who are also applying for admission, the siblings will be accepted if there are offered seats available or placed on the waiting list with sibling preference if offered seats are not available. If the selected student is placed on the waiting list and has siblings who are also applying, the siblings' names will not be selected at this time or granted sibling preference, but will wait until their grade level is selected.

**Step 3: Waiting List Priority**

Students will continue to be randomly selected until all names are selected. After a grade level's seats are full, all remaining names will be placed on the waiting list in the order in which they are selected. Applications received after the Open Enrollment Period will be added to the end of the waiting list for the appropriate grade in the order in which they were received.

When a seat becomes available in a particular grade due to attrition, erosion, or other event, if that particular grade has a waiting list, that available seat will be filled by the first student on the waiting list for that particular grade. If a waiting list does not exist for that particular grade, but exists for another grade, the school may (subject to applicable enrollment limits and board approved offered seats) fill the available seat using the first student on the waiting list in a different grade, the grade deemed most beneficial to student and school considering class size, teacher capacity, and other school operational factors.

**Appeals**

Any parent or guardian who wishes to contest or appeal any aspect of the random selection process may do so in writing to the school's board of directors sent to the school's address. Following receipt of the parent's written appeal, a representative of the board of directors will contact the parent to discuss the nature of the concern or objection. Final decisions will be made by the board of directors or its designee.

Last revised: February 13, 2012

# **NATIONAL HERITAGE ACADEMIES HOMELESS CHILD PRACTICES & PROCEDURES**

## **1. PURPOSE**

To remove barriers to the enrollment and retention in school of children and youth experiencing homelessness in compliance with the McKinney-Vento Homeless Education Assistance Act (42 USC §11434a[2]) ("McKinney-Vento Act").

## **2. PRACTICE**

The school will adhere to the provisions of the McKinney-Vento Act and applicable state requirements to ensure that all identified Homeless Children and Unaccompanied Youth receive a free and appropriate education and meaningful opportunities to succeed in the school.

### ***Definitions***

“Homeless Child” - a child who does not have a fixed, regular, and adequate nighttime residence or whose primary nighttime location is in a public or private shelter designated to provide temporary living accommodations, or a place not designed for, or ordinarily used as regular sleeping accommodations for human beings. This definition includes a child who is:

- sharing the housing of other persons due to loss of housing, economic hardship or similar reason (sometimes referred to as double-up);
- living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
- living in a car, park, public space, abandoned building, substandard housing, bus or train stations or similar settings;
- abandoned in hospitals;
- awaiting foster care placement (eligibility for services for children already placed in foster care should be discussed between the Liaison and the social service provider);
- a migratory child who qualifies as homeless because he or she is living in circumstances described above; or
- an Unaccompanied Youth.

“School of Origin” - the school the child attended when permanently housed or the school in which the child was last enrolled.

“Unaccompanied Youth” - a youth not in the physical custody of a parent or guardian.

## **3. APPLICABILITY**

This document applies to all National Heritage Academies (NHA) schools.

## **4. RESPONSIBILITY**

**4.1** The school principal will designate a local homeless Liaison (“Liaison”).

**4.2** The Liaison will serve as one of the primary contacts between homeless families and school staff, district personnel, shelter workers, state coordinators for Homeless Children, public and private service providers in the community, housing and placement agencies, and other service providers.

**4.3** The Liaison will:

- Identify and enroll Homeless Children;
- Ensure that Homeless Children and their families receive eligible educational services;
- Make referrals to health, mental health, dental, and other services;
- Inform parents/guardians of educational and related opportunities available to their children;
- Provide parents/guardians with meaningful opportunities to participate in their child's education;
- Inform parents/ guardians and Homeless Children of all transportation services, and assist them in accessing these services;
- Clearly communicate all required information in a form, manner, and language that is understandable;
- Ensure proper mediation of enrollment disputes according to the McKinney-Vento Act and complaint procedures;
- Disseminate public notice of the educational rights of Homeless Children;
- Conduct annual training for school personnel on possible indicators of homelessness, sensitivity in identifying Homeless Children, and procedures for reporting to the Liaison; and.
- Record *AtSchool* information (See Exhibit 6.1);

## 5. PROCEDURES

### 5.1 Identification

The burden is on the school to show that the child is not a Homeless Child. The Liaison, in collaboration with school personnel and community organizations, will identify Homeless Children, both in and out of school. Community organizations may include family and youth shelters, soup kitchens, motels, campgrounds, drop-in centers, welfare departments and other social service agencies, street outreach teams, faith-based organizations, truancy and attendance officers, local homeless coalitions, and legal services.

The Liaison must use the Student Residency Questionnaire (“SRQ”) (Exhibit 6.2; for Louisiana, see Exhibit 6.3) upon enrollment and clearly describe current living arrangements of the child to determine whether the child meets the definition of a Homeless Child. Upon the receipt of an SRQ indicating potential homelessness, the Liaison will implement these practices and procedures document and ensure adherence with federal, state and NHA requirements.

NOTE: For New York schools only: Upon determination of appropriate school selection, the parent (or Liaison if no parent is available) will complete the New York STAC-202 form (Exhibit 6.4), following the instructions contained therein. Upon receipt of the STAC-202 form, the Liaison will forward the form to the New York Commissioner, Intervention Services at the NHA Service Center, and keep a copy in the school's records.

### 5.2 School Selection

Homeless Children have the right to remain at their School of Origin or to attend any school that houses students who live in the attendance area in which they are actually living.

If the parent/guardian agrees, Homeless Children will remain at their School of Origin to the extent feasible. Homeless Children may remain at their School of Origin the entire time they are in transition and until the end of any academic year in which they become permanently housed. The same applies if they lose their housing between academic years.

*Feasibility* is a child-centered determination, based on the needs and interests of the particular child and the parent/guardian or child's wishes. Services that are required to be provided,



including transportation and services under federal and other programs, shall not be considered in determining feasibility. Feasibility considerations may include:

- Safety of the child;
- Continuity of instruction;
- Likely area of family or child's future housing;
- Time remaining in the academic year;
- Anticipated length of stay in temporary living situation;
- School placement of siblings; or
- Whether the child has special needs that would render the commute harmful.

### 5.3 **Enrollment**

The school selected for enrollment must immediately enroll any Homeless Child. Unaccompanied Youth may either enroll themselves or be enrolled by a parent, non-parent caretaker, older sibling, or the Liaison. Enrollment may not be denied or delayed due to the lack of any document normally required for enrollment, any unpaid school fees, lack of uniforms or clothing that conforms to the school's dress code or any factor related to the child's living situation.

The school will coordinate the transfer of school records with other schools and contact the child's previous school to obtain school records. Initial placement of a child whose records are not immediately available will be made based on the child's age and information gathered from the child, parent, and previous schools or teachers. If no immunization records are available, the school office will refer students to the Liaison to assist with obtaining these records from state registries and/or community based clinics.

The school will excuse any tardiness or absence related to a Homeless Child's living situation when applying any school policy regarding tardiness or absences.

### 5.4 **Services**

The school must provide Homeless Children services comparable to services offered to other students in the school, including:

- Transportation;
- Title I;
- Educational services for which the student meets eligibility criteria, including special education and related services and programs for English language learners;
- School nutrition programs (the school will provide free meals to the Homeless Child as all Homeless Children are automatically eligible for free meals);
- Vocational and technical education programs;
- Gifted and talented programs; and
- Before- and after-school programs

#### Transportation

At a parent/guardian's request, the school will provide transportation to and from the School of Origin. The Liaison will coordinate these arrangements, which may include arrangements with the social service district. The school must provide the transportation for the entire time the child has a right to attend that school, as defined above, including during pending disputes. The length of the commute will only be considered in determining the *feasibility* of placement in the School of Origin based on potential harm to the child. Prior to selection of a school, the Liaison will inform the parent/guardian or Unaccompanied Youth of this right to transportation. Transportation disputes will not result in a Homeless Child missing school. If such a dispute arises, the school will arrange transportation and immediately bring the matter to the attention

of the state authorities following the appropriate complaint procedures as detailed in this document.

### Title I

Homeless Children are automatically eligible for Title I services. The school will reserve the necessary funds to provide services comparable to those provided to Title I students attending non-participating schools, including education related support services and removing barriers that prevent attendance. The Liaison and the Title I director at the NHA Service Center will develop the formula (based upon the per-pupil Title I expenditures) to use for determining the necessary funds to reserve.

The Title I director and the Liaison will ensure coordination between the Title I plan and the McKinney-Vento Act, including the academic assessment, reporting and accountability systems required by federal law and the U.S. Department of Education.

### Educational Services

The school shall give evaluations of Homeless Children suspected of having a disability priority and coordinate the evaluation with the student's prior and subsequent schools, as necessary, to ensure timely completion of a full evaluation. When necessary, the school will expeditiously designate a surrogate parent for Homeless Children suspected of having a disability. The school will immediately implement the child's Individualized Education Program (IEP), if available, and promptly conduct any necessary IEP meetings or re-evaluations. If complete records are not available, IEP teams will use good judgment in choosing the best course of action, balancing procedural requirements and the provision of services in an attempt to avoid any disruption in services.

## **5.5 Complaint and Dispute Resolution**

The following steps and procedures should take place in resolving disputes regarding enrollment, school placement, or services.

### Complaint

- A complaint is an oral or written and signed statement alleging the violation of a federal or state law, rule, or, regulation. The complaint must allege a violation that occurred not more than one (1) year prior to the date that the complaint is received, unless a longer period is reasonable because the violation is considered systemic or ongoing.
- Parents, teachers, administrators, or other concerned individuals or organizations may file a complaint ("Complainant"). Faculty and staff with knowledge of a complaint must refer the Complainant to the Liaison.
- The Complainant may submit the complaint in writing to the Liaison, using the attached Complaint Resolution Initiation Form (Exhibit 6.5). The Complainant may choose to initiate the complaint orally.

### Role of School

- Immediately enroll the child in the school preferred by the person(s) bringing the complaint.
- Provide all educational services for which the child is eligible, pending resolution of the dispute.

### Role of Liaison

- After receipt of the complaint, the Liaison must provide a written explanation of the school placement decision and/or provided services to the Complainant and discuss the complaint with the Complainant. The Liaison must provide a written proposed resolution or a plan of action to the Complainant within five (5) days of receipt of the complaint, or within seven (7) business days of notification of dispute (Georgia only).
- If the Liaison does not resolve the dispute, the Complainant may forward it to the school principal. The Liaison must provide a written resolution to the parties within five (5) days of the discussion with the principal, or within ten (10) business days of the second dispute (Georgia only). The Complainant has a right to obtain assistance from advocates or attorneys in addressing a complaint.
- The Liaison will carry out the dispute resolution in an expeditious manner and will provide the Complainant these written procedures, including the appeal procedures outlined below.
- In the event the school is unable to resolve the complaint, the Complainant may pursue the applicable appeal procedure(s).

#### Appeal Procedures – Colorado

If the dispute is not resolved at the school level, the Liaison will assist the Complainant in contacting a mediator from the Colorado Mediator Resource Network (services at no charge to the Complainant) or may direct the Complainant to the Colorado Department of Education (CDE).

Address the complaint to the following address:

- State Coordinator for the Education of Homeless Children and Youth, Colorado Department of Education, State Office Building, 201 East Colfax Avenue, Denver, Colorado 80203-1799.

Use the Colorado Dispute Report Form (Exhibit 6.6) during the appeal process.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

If the State Coordinator is unable to resolve the complaint within 15 business days, the Complainant may file a written complaint to the State Coordinator who, with a team, will review the complaint with the mandates of the Title X law. Within 15 days of receipt of the complaint, the Coordinator will issue a written decision to the parties via mail.

#### Appeal Procedures – Georgia

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Georgia Department of Education state homeless coordinator. The Liaison may assist the Complainant in contacting the Department.

Address the complaint to the following address:

- Program Consultant, Homeless Education Program, Georgia Department of Education, 1866 Twin Towers East, 205 Jesse Hill, Jr. Drive, SE, Atlanta, Georgia 30334.

#### Appeal Procedures – Indiana

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Indiana Department of Education (IDOE). Complaints made under this process must be in writing and signed by the Complainant.

If the complaint involves enrollment or school placement of homeless children, address the complaint to the following address:

- State Board Liaison; Indiana Department of Education; Room 299, State House; Indianapolis, Indiana 46204.

If the complaint involves comparable services offered to homeless children, address the complaint to the following address:

- Director of the Division of Educational Options; Indiana Department of Education; Room 299, State House; Indianapolis, Indiana 46204.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

The IDOE will issue a letter of acknowledgement to the Complainant and the Liaison containing the IDOE's commitment to issue a resolution in the form of a *Letter of Findings*.

An IDOE complaint investigator will review all relevant information and issue the *Letter of Findings* to the Complainant.

If the complaint involves enrollment or school placement, a hearing shall be held with each interested party given at least 10 days notice of the hearing. Any interested party may appear at the hearing in person or by counsel, present evidence, cross-examine witnesses, and present in writing or orally summary statements of position. The Indiana State Board of Education or a hearing examiner may conduct the hearing at any place in Indiana.

The determination of the IDOE or Indiana State Board of Education as a result of the proceedings described above is final and binding on the parties to the proceedings.

#### Appeal Procedures – Louisiana

If the dispute is not resolved at the school level, the Liaison will assist the Complainant in contacting the local (EBR) Liaison for assistance with the appeal process. In the event the dispute is not resolved at the (EBR) Liaison level, the Complainant may contact the State Coordinator to hear an appeal of the Local (EBR) Liaison's decision.

Address the complaint to the following address:

- State Coordinator – Homeless Education, Louisiana Department of Education, Office of School & Community Support, P.O. Box 94064, Baton Rouge, Louisiana 70804.

The DOE will acknowledge receipt of the complaint in writing to the Complainant and provide written resolution of the complaint within 60 days of the date the DOE receives the complaint. The decision will include the Complainant's right to request the Secretary of the U.S. Department of Education to review the final decision of the DOE, at the Secretary's discretion.

#### Appeal Procedures – Michigan

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Michigan Department of Education. Complaints made under this process must be in writing and signed by the Complainant.

Address the complaint to the following address:

- State Homeless Coordinator, Office of Field Services, Michigan Department of Education, P.O. Box 30008, Lansing, MI 48909.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

The State Homeless Coordinator will gather needed information from statements of the parties involved and will forward the information to the Director of the Office of Field Services along with a recommendation of resolution or for further investigation.

Within 30 days after receiving a complaint, the Director of the Office of Field Services will recommend a resolution and will inform interested parties in writing of the decision.

If a Complainant or one of the parties involved in the complaint disagrees with the decision, that party may, within 10 working days, appeal to the Deputy Superintendent. This appeal must be in writing and state why the party disagrees with the decision of the Director of the Office of Field Services.

Within 30 days after receiving an appeal, the Deputy Superintendent will render a final administrative decision and notify the Complainant and the school in writing.

If the party disagrees with the decision of the Deputy Superintendent, the party may request a review of the decision by the United States Secretary of Education in accordance with 34 CFR Part 299.11.

#### Appeal Procedures – North Carolina

If the dispute is not resolved at the school level, the Complainant may direct the complaint, orally or written, to the North Carolina Department of Public Instruction.

Address the complaint to the following address:

- State Homeless Coordinator, Homeless Education & Rural Education Achievement Program Consultant, Compensatory Education, NC Department of Public Instruction, 6351 Mail Service Center, Raleigh, NC 27699-6351.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

The Liaison will provide the State Homeless Coordinator with any information that the State Homeless Coordinator requests regarding the issues presented in the appeal.

The State Homeless Coordinator will provide the school and the Complainant the opportunity to respond to any decision made and to provide any additional evidence the Complainant deems relevant.

Within 10 school days following receipt of the appeal, the State Coordinator shall issue a final written decision to the school and the Complainant .

#### Appeal Procedures – New York

If the dispute is not resolved at the school level, the Liaison will assist the Complainant in contacting the Commissioner, completing the New York Form Petition (Exhibit 6.7), and providing copies of the form and supporting documentation at no cost to the Complainant.

The Liaison will provide the Complainant an acknowledgement of receipt of the Form Petition and will transmit the Form Petition and related documents on behalf of the Complainant to the Office of Counsel, New York State Education Department, State Education Building, Albany, New York 12234 within five days of receipt.

If a stay request is made on the Form Petition and the Commissioner grants a stay order, the Homeless Child may continue attending the school until the Commissioner issues an appeal decision. If the Commissioner denies the stay request, the Homeless Child can be asked by the principal to leave the school immediately.

If the Commissioner sustains the appeal of the Complainant, the Homeless Child can continue attending the school. However, if the Commissioner dismisses the appeal, the Homeless Child can be asked by the principal to leave the school immediately.

#### Appeal Procedures – Ohio

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Ohio Department of Education. Complaints made under this process must be in writing and signed by the Complainant.

Address the complaint to the following address:

- Homeless Education Coordinator, Ohio Department of Education, 25 S. Front Street, Mail Stop 404, Columbus, Ohio 43215.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

The Homeless Education Coordinator will recommend a decision to the Complainant and the Liaison. If unresolved, the Complainant may file a final appeal to the State Superintendent of Public Instruction for review and disposition.

#### Appeal Procedures – Wisconsin

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the State Superintendent of Public Instruction, in accordance with the Wisconsin Department of Public Instruction Complaint Resolution and Appeals Process, Chapter PI 1.

Address the complaint to the following address:

- State Superintendent of Public Instruction, P.O. Box 7841, Madison, WI, 53707-7841.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

## **6. EXHIBITS**

6.1 [AtSchool Homeless Procedures](#)

6.2 [Student Residency Questionnaire](#)

6.3 [Louisiana Residency Questionnaire](#)

6.4 [New York STAC-202 Form](#)

6.5 [Complaint Resolution Initiation Form](#)

6.6 [Colorado Dispute Report Form](#)

6.7 [New York Form Petition](#)

**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**



# Vanguard Charter Academy

## 2012-13 School Year

August						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

\* July 23-26 NHA-U, Grand Rapids, MI  
 \* July 27, Principal Meeting  
 \* July 29th-Aug 3rd NTO, Grand Rapids, MI

27th-29th Staff Work Days

September						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3rd Labor Day; 4th First Day of School

October						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

3rd Count Day  
 12th Staff PD

\*22nd-24th NTO, Grand Rapids, MI

November						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

2nd End of 1st Quarter  
 \*8-9 Dean Training  
 15th Evening PT Conf; 20th Evening PT Conf  
 21st Staff PD; 22nd-23rd Thanksgiving Break  
 26th School Resumes

December						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

24th-Jan 4th Holiday Break

January						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1st New Years Day  
 7th School Resumes  
 18th End of 2nd Quarter  
 21st Staff PD, MLK Jr Day



Students Do Not Report/ Staff Report All Day  
 Students Report Half Day/ Staff Report All Day  
 Students/ Staff Do Not Report

Board Approved: 3/20/12

February						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

\*4th-6th NTO, Grand Rapids, MI  
 13th Count Day; 15th Staff PD

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

15th End of 3rd Quarter  
 18th Staff PD; 21st Evening PT Conferences  
 26th Evening PT Conf; 28th Staff PD  
 29th - April 5th Spring Break

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

8th School Resumes

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

27th Memorial Day

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

7th Last Day of School; End 4th Quarter  
 10th Teacher Work Day

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

4th Independence Day

Last Update: 3/20/2012

176 School Days

8:00am - 3:15pm School Hours

8:00am - 11:20am (half)

# Vanguard Master Schedule - Grades Young 5's-2nd

TIME	Young 5's					K- Plantinga					K- Wisniewski					1- Galy					1-Snyder					1- Young					2- Bukala					2- DeKam/Kohn					2- Rosema				
	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F					
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Light Blue	Reading/L.A.	Purple	Special	Dark Blue	Lunch
Red	Math	Dark Red	Special w/ Common Planning	Light Green	Recess/Snack
Green	Social Studies/Science	Grey	Arrival/Moral Focus Assembly/	Orange	Moral Focus
Blue	Workshop		Dismissal Procedures		

## Vanguard Master Schedule - Grades 3rd-5th

TIME	3- Dingman					3- Halka					3- Vandenberg					4- Blanchard					4- Norm./Mars.					4- Hoad					5- Cole/Yonker					5- Dewey					5- Hatch				
	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F					
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Light Blue	Reading/L.A.	Purple	Special	Dark Blue	Lunch
Red	Math	Dark Red	Special w/ Common Planning	Light Green	Recess/Snack
Green	Social Studies/Science	Yellow	Arrival/Moral Focus Assembly/	Orange	Moral Focus
Blue	Workshop		Dismissal Procedures		

## Vanguard Master Schedule - Grades 6th-8th

[illegible]

Light Blue	Reading/L.A.	Purple	Special	Dark Blue	Lunch
Red	Math	Dark Red	Special w/ Common Planning	Light Green	Recess/Snack
Green	Social Studies/Science	Orange	Moral Focus	Yellow	Arrival/Moral Focus/Assembly/Dismissal Procedures
Blue	LA Workshop				

**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**

**Schedule 7-7**  
**Age or Grade Range of Pupils**

The Academy may enroll age-appropriate students in Kindergarten through Eighth Grade.

**SCHEDULE 7-8**

**ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE  
OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE**

**Schedule 7-8**  
**Description of Physical Plant**

Vanguard is a single story modified prototype “F” building. The school’s superstructure is post frame construction. The façade is composed of a 4’ split face masonry wainscot with vinyl siding. The roof is protected by asphalt shingles. The school has a full gymnasium, playground, parking lot and recreation field. The school has classroom space to serve grades K-8 along with a Reception Office Conference Space, Music Room, Art Room, and Special Resources rooms.



## LEASE

THIS LEASE entered into the 21<sup>st</sup> day of September 1999, to be effective August 1, 1999, by and between NATIONAL HERITAGE ACADEMIES, a Michigan corporation, of 989 Spaulding Avenue, S.E., Grand Rapids, Michigan 49546 ("Landlord"), and VANGUARD CHARTER ACADEMY, a public school chartered under the laws of the State of Michigan, having an address of 1602 - 52<sup>nd</sup> Street, SW, Wyoming, MI 49509 ("Tenant").

## RECITALS

A. Landlord, as Tenant, and Charter Development Company, L.L.C., as landlord entered into a lease of the Premises, defined in Section 1.1, pursuant to a Lease effective January 1, 1999 (the "Master Lease").

B. Tenant desires to sublease the Premises on the terms set forth in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Lease, Landlord and Tenant agree as follows:

## ARTICLE 1

### Premises.

1.1 Landlord hereby leases to the Tenant on the terms and conditions hereinafter set forth the real estate located in the City of Wyoming, Kent County, Michigan, described on Exhibit "A" attached hereto, and all improvements located thereon (hereinafter referred to as the "Premises"). This Lease is subordinate to the Master Lease. Tenant covenants that it shall do nothing to cause a breach or default on the part of Landlord under the terms of the Master Lease. Tenant shall indemnify Landlord against all liability, judgments, costs, damages, claims, costs and expenses, including, without limitation, reasonable attorneys' fees arising out of or relating to Tenant's breach of the foregoing provision.

1.2 Landlord acknowledges and agrees that in the event of Landlord's default under the terms of the Master Lease and the assignment or transfer of the Landlord's interest in this Lease to the landlord under the Master Lease (the "Master Landlord"), Tenant shall not be in default under this Lease solely by reason of assignment of this Lease to Master Landlord. Upon notice of assignment of this Lease to Master Landlord, Tenant will recognize Master Landlord as its landlord under this Lease and pay all rent and other charges under this Lease to Master Landlord; provided, Master Landlord will not be liable to Tenant under this Lease for any period prior to the assignment. Landlord releases Tenant from any liability for the payment of rent and other charges under this Lease directly to Master Landlord pursuant to an assignment of this Lease to Master Landlord under the terms of the Master Lease. Notwithstanding the foregoing, Tenant's possession of the Premises under this Lease shall not be disturbed by the Master

Landlord unless Tenant breaches any of the provisions of this Lease and Tenant's right to possession is lawfully terminate.

## ARTICLE 2

### Term.

2.1 Pursuant to the terms of the Management Agreement between National Heritage Academies, Inc. ("NHA") and Tenant (the "Management Contract"), NHA is providing the leased facilities and Tenant has assigned all costs to be paid by Tenant under the terms of this Lease to NHA, which assignment shall remain in effect during the term of this Lease until the Management Contract expires or is terminated for any reason, or until otherwise agreed in writing by the parties.

2.2 The term of this Lease shall commence on August 1, 1999 and shall terminate effective June 30, 2000, unless sooner terminated as hereinafter set forth.

## ARTICLE 3

### Rental.

3.1 The Tenant hereby hires said Premises for the term above stated and agrees to pay Landlord annual rental of Six Hundred Twenty-Six Thousand Nine Hundred Sixty-One and No/100 Dollars (\$626,961.00), in equal monthly installments of Fifty-Two Thousand Two Hundred Forty-Seven and No/100 Dollars (\$52,247.00) each, and a proportionate part of said annual rental for any partial year, such installments to be payable in advance on the first day of each month. The rental amount and monthly installments shall be adjusted accordingly with consent of the parties upon determination of final costs for acquisition of the Premises and construction of the improvements located thereon.

3.2 All rental shall be paid to the Landlord at Landlord's address as set forth above, or at such other address as the Landlord may designate in writing.

3.3 This is a net lease and the annual rent and all other sums payable hereunder by Tenant shall be paid without setoff, counterclaim, recoupment, abatement, suspension, or deduction, except as expressly provided for herein.

3.4 This Lease shall not terminate, nor shall Tenant have any right to terminate this Lease during the term hereof (except as otherwise expressly provided herein), nor shall Tenant be entitled to any abatement, deduction, deferment or reduction of rent hereunder (except as otherwise expressly provided herein), nor shall the obligations of Tenant under this Lease be affected by any interference with the Tenant's use of the premises. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent

covenants and agreements, that the annual rent and all other sums payable by Tenant hereunder shall continue to be payable in all events (or in lieu thereof, Tenant shall pay amounts equal there to), and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

3.5 **Capital Improvements.** In the event Landlord makes capital improvements to the Premises, or acquires additional property for the benefit or use of Tenant, then the rent paid by Tenant shall be promptly adjusted accordingly to compensate Landlord for its additional economic investment.

## ARTICLE 4

### Use, Occupancy And Purpose

4.1 Tenant shall use the Premises solely for operating a public school and uses incidental thereto. Tenant shall not use or allow the use of the Premises for any unlawful purpose, nor shall Tenant allow the Premises to be used in violation of any public ordinance, rule or regulation, or in violation of any certificate of occupancy or certificate of compliance covering or affecting the Premises, or any part thereof. Tenant shall not suffer any act to be done or any condition to exist on the Premises or any part thereof which may in law constitute a nuisance, public or private, or which may make void or voidable any insurance with respect thereto.

4.2 Tenant shall not commit any waste, damage, or injury of or to the Premises or the fixtures or any part thereof and shall take all reasonable precautions and actions to prevent others from committing any of the foregoing.

4.3 A. For purposes of this Section 4.3, the "Reserved Periods" means:

(i) the period between the regular school session for one year (e.g. 1999-2000 school year) and the subsequent regular school session for the next school year (e.g. 2000-2001 school year) which is approximately June 15 to August 15 of each year; and

(ii) the approximate week-long period in which school is not in session in the spring semester of each school year; and

(iii) the period in which school is not in session over Christmas and New Year's holidays.

B. Landlord reserves the use of the Premises during the Reserved Periods except to the extent (i) Tenant is required to use the Premises pursuant to an educational law, requirement or standard of the State of Michigan; or (ii) Tenant has obtained the prior written consent of Landlord for the use of the Premises by Tenant during the Reserved Periods.

C. Landlord shall reimburse Tenant for its actual use of the Premises during the Reserved Periods pursuant to the attached use fee schedule or, if none attached, use fees as determined from time to time by the mutual agreement of Landlord and Tenant.

## ARTICLE 5

### Utilities/Services

5.1 Charges for utilities, including without limitation gas, electricity, light, heat, power, water, sewage and telephone or other communication services, shall be paid by Tenant as they are incurred.

5.2 Tenant shall have the right to use the utility facilities which are presently existing on the Premises. Landlord shall not be required to furnish any service to the Premises, including but not limited to heat, water and power. The Landlord shall not be liable for any failure of water supply or electric current or any service by any utility, for injury to persons, including death, or damage to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the Premises or from any pipes, appliances or plumbing works from the street or subsurface or from any other place, or for interference with light or other easements, however caused, except if due to the affirmative negligence of the Landlord.

5.3 If the existing facilities are required to be modified or replaced for any reason by any utility company or authorized agency, governmental or otherwise, then Tenant shall comply with the same at its own cost and shall save Landlord harmless therefrom.

5.4 Except as otherwise expressly provided in this Lease, Landlord shall have no obligation to provide any services to Tenant with respect to the Premises

## ARTICLE 6

### Taxes

6.1 The Tenant agrees to pay prior to the penalty date all taxes and special assessments and other similar charges (except income and other taxes assessed against or by reason or Landlord's reversionary interest in or income from the Premises) which shall be levied on or assessed against the Premises during the term, and to save the Landlord harmless from the payment thereof. Taxes for the first and last year of the term or any extension or renewal thereof shall be prorated on the basis of the fiscal period for which such tax is assessed. Notwithstanding the foregoing, Tenant shall be liable for and pay, or reimburse Landlord in full by December 1, 1999, the full amount of real estate taxes and assessments billed and due after June 1, 1999. Tenant may in good faith and at its own expense contest the imposition and collection of any tax or assessment, in the Landlord's name, if necessary, and during the period of such contest Tenant shall not be deemed to be in default hereunder for failure to pay such contested amount.

6.2 If at any time after any tax, assessment or similar charge so charged or assessed against said Premises shall become due or payable. Tenant shall neglect or fail to pay the same.

Landlord may pay the same at any time thereafter, and the amount of any and all such payments so made by Landlord shall be and is hereby declared to be so much additional and further rent for Premises due from and payable by Tenant, with the next installment of rent due thereunder.

6.3 At the termination of this Lease by lapse of time or otherwise, all taxes due and payable by Tenant under the provisions of this Article 6 shall be paid by Tenant including any unpaid installments of special assessments levied during the term of this Lease.

6.4 Upon demand of Landlord, Tenant shall pay in addition to each monthly payment of rent to be paid hereunder, a sum equivalent to one-twelfth of the amount estimated by Landlord to be sufficient to enable Landlord to pay at least thirty (30) days before they become due, all such taxes, assessments and other charges. Such additional payments may be commingled with the general funds of Landlord and no interest shall be payable in respect thereof. Upon demand by Landlord, Tenant will deliver and pay over to Landlord such additional sums as are necessary to make up any deficiency in the amount necessary to enable Landlord to fully pay such taxes, assessments and other charges.

6.5 In the event that the City, County, State, or any other political subdivision within which the premises are located shall, prior to or during the term of this Lease, impose upon the Landlord any tax or other governmental charge ("non-real property tax") in lieu of all or any part of the taxes which, prior to such imposition, were assessed or levied against the building and/or the land upon which the building is located ("real property taxes"), such non-real property tax shall, for purposes of this paragraph, be treated as if it were a real property tax.

6.6 Upon demand of Landlord within ninety (90) days after the date any tax, charge, assessment or imposition referred to in this Article 6 is payable by Tenant, Tenant shall provide to Landlord official receipts of the appropriate taxing authority or other proof satisfactory to Landlord of the payment of such tax, charge, assessment, or imposition.

## ARTICLE 7

### Fire Insurance And Destruction Of Building

7.1 Tenant will cause to be maintained policies of fire and extended coverage insurance on all buildings, structures, fixtures and improvements now or hereafter situated on the Premises and all other property leased hereunder in their full replacement cost. Such policies shall have no greater than eighty (80%) percent co-insurance provision and shall contain the standard "agreed amount" clause for evaluating replacement cost. Such policies shall name Tenant, Landlord, other parties designated by Landlord and the first mortgagee as their interests may appear as insureds and such insurance shall be carried by an insurance company or companies approved by Landlord and the first mortgagee. Duplicate original copies of said policies shall be delivered to Landlord and the first mortgagee. Notwithstanding the aforesaid, in no event shall the manner, forms, companies, sums or length of terms be less than that required by the first mortgagee according to the terms and provisions of said first mortgage.

7.2 Each such policy shall include: (i) a standard mortgage clause in favor of the first mortgagee; (ii) a provision to the effect that the waiver of subrogation rights by the insured does not void the coverage; (iii) a provision that the policy shall not be changed or canceled without at least thirty (30) days' prior written notice to the Landlord and the first mortgagee; and (iv) a provision that any forfeiture of the policy due to an act of the Tenant shall not affect the validity insofar as the Landlord or the first mortgagee are concerned.

7.3 From time to time as required by Landlord or the first mortgagee, Tenant at its expense, shall obtain from an engineer or appraiser, in the regular employ of the insurer, or an appraiser, engineer, architect or contractor designated by Tenant and approved by Landlord and the insurer, such evidence as may be required by such insurer to maintain the agreed amount clause eliminating the possibility of any co-insurance penalty.

7.4 If Tenant shall refuse or fail to so insure and keep insured said buildings, structures and improvements and all other property leased hereunder and to keep such policies in Landlord's and first mortgagee's possession, Landlord may at its election procure and from time to time renew such insurance, and the amounts expended therefore shall be additional rent due from Tenant with the next installment of rent accruing hereunder and may be collected in the same manner as though rent due hereunder.

7.5 Upon demand of Landlord, Tenant shall pay in advance, in addition to each monthly payment of rent to be paid hereunder, a sum equivalent to one-twelfth of the amount estimated by Landlord to be sufficient to enable Landlord to pay at least thirty (30) days before they become due all insurance premiums on all policies of insurance required hereunder. Such additional payments may be commingled with the general funds of Landlord and no interest shall be payable in respect thereof. Upon demand by Landlord, Tenant will deliver and pay over to Landlord such additional sums as are necessary to make any deficiency in the amount necessary to enable Landlord to fully pay such premiums.

7.5 Landlord shall have no liability for damage to or loss of personal property located upon the Premises, unless and to the extent caused by Landlord.

## ARTICLE 8

### Restoration

8.1 In case of any damage to or destruction of the Premises or any part thereof, or to any other property hereunder, Tenant shall give immediate written notice thereof to Landlord and the first mortgagee. Landlord, at its sole option, may by written notice to Tenant terminate this Lease if: (i) the cost to repair or replace such damage or destruction exceeds Fifty Thousand and No/00 Dollars (\$50,000.00) and will take one hundred twenty (120) days or more to repair, or (ii) the damage or destruction occurs in the last six (6) week of the term of this Lease, or (iii) the time to repair or replace such damage or destruction will take longer than the remaining balance of the term of this Lease. If Landlord does not terminate this Lease as provided in the preceding sentence, then Landlord shall (or at Landlord's option, Tenant shall) at Tenant's expense, repair,

restore, or rebuild the Premises or the part thereof so damaged, as nearly as possible to the value, condition and character the same was in immediately prior to such damage or destruction, (such repair, restoration, rebuilding, together with any temporary repairs and property protecting pending completion of the work being herein called "restoration") all in accordance with plans and specifications therefor first approved by Landlord, unless Landlord shall have waived its right of approval in writing; subject, to all municipal, state and federal laws, codes, rules, regulations, ordinances and approvals pertaining to the construction, restoration, use and operation of schools (provided Tenant will use reasonable efforts to comply with such laws, ordinances, codes, rules, regulations and to obtain such approvals). Tenant's obligation to repair, restore or replace the damage shall be limited to the amount of insurance proceeds available to Tenant. If the restoration costs exceed the available insurance proceeds, the excess costs may be paid by Landlord, at its sole option, in which event the excess costs paid by Landlord shall, at Landlord's option, be factored into the rent provided for in Section 3.1 of this Lease.

8.2 Rent insurance proceeds, if payable, shall be applied to the payment of, when and as due and payable, the installments of rent and other payments due under this Lease until restoration has been completed or the Lease terminated if Landlord elects to terminate as provided in Section 8.1. The balance, if any, of such proceeds shall be paid to Tenant or as Tenant may direct.

8.3 If by reason of any damage or destruction mentioned in Section 8.1, any sums are to be paid under any insurance policy mentioned in Article 7 hereof, then after receiving the first mortgagee's prior written approval, and provided Landlord has not elected to terminate pursuant to Section 8.1 and there is no default by Tenant hereunder at such time, such sum shall be paid over to the Master Landlord under the Master Lease or the first mortgagee or to the Landlord as a Depository, which shall hold the same as a trust fund to be used for the payment of the cost of restoration except as hereinafter provided; if there shall then be a default by Tenant hereunder the first mortgagee may, at its option, apply such sums to the payment of the debt secured by the first mortgage. Upon receipt by the Depository, at its option, of:

8.3.1 A certificate of Tenant dated not more than thirty (30) days prior to the date of such receipt (a) requesting the payment of a specified amount of such money; (b) describing in reasonable detail the work and materials applied to the restoration since the date of the last certificate of Tenant; (c) stating that such specified amount does not exceed the cost of such work and material; (d) stating that such work and materials have not previously been made the basis of any request for or any withdrawal of money, and

8.3.2 A certificate of an independent engineer or independent architect designated by Tenant, who shall be approved by Landlord (which approval shall not be unreasonably withheld) stating (a) that the work and materials described in the accompanying certificate of Tenant were satisfactorily performed and furnished and were necessary, appropriate and desirable to the restoration in accordance with the plans and specifications therefor approved by Landlord, unless Landlord shall have waived its right of approval in writing; (b) that the amount specified in such certificate of Tenant is not in excess of the cost of such work and materials; (c) the additional amount, if any, required to complete the restoration, and

8.3.3 Evidence satisfactory to the first mortgagee, if any, and Landlord, from time to time that the cost of the work and materials required to complete the restoration can be paid from the insurance proceeds held by the Depository, provided that if such cost cannot so be paid, before any disbursement or any further disbursement there shall be deposited with Depository a sum which together with the insurance proceeds will be sufficient to pay for the cost of restoration, and

8.3.4 Either (a) a written opinion of counsel satisfactory to Landlord and first mortgagee, or (b) the certification of a title company satisfactory to Landlord and first mortgagee, in either case that as of a date not more than two (2) days prior to the date of payment described below there exists no filed or recorded lien, encumbrance or charge prior to or on a parody with the estate, rights and interest of Landlord (except for the first mortgage and permitted exceptions); that the Premises are not subject to any filed or recorded construction or other similar lien, encumbrance or charge, and that the fixtures and equipment are not subject to any title retention agreement, security agreement, lien or other encumbrance except those permitted herein, and

8.3.5 The Master Landlord under the Master Lease and the first mortgagee's prior written consent to make the payments in the manner and sums as provided for herein;

Then, the Depository shall pay either to the Tenant or through a disbursing agent or title company to the contractors performing such restoration, ninety (90%) percent of the amount of such insurance monies specified in such certificate of Tenant, provided that the balance of funds then held by the Depository will be sufficient for the completion of the restoration as determined by the certificate required by Paragraph 8.3.2.

8.4 The ten (10%) percent retainage will not be disbursed until the restoration has been completed as certified by the architect and all appropriate governmental authorities. Any balance of insurance proceeds after the completion of restoration, as evidenced by a certificate of such independent engineer or independent architect shall be paid to Landlord to the extent necessary to cure any existing Lease default, with the balance to Tenant. Concurrently with Tenant's delivery of each of the foregoing certificates and legal opinions, Tenant shall deliver duplicate copies thereof to Landlord if it is not the Depository. Upon written request by it, Landlord shall be notified by the Depository of each such amount so paid to Tenant and the date of each such payment.

8.5 Except as otherwise expressly provided herein, no destruction of or damage to the Premises or any part thereof, whether such damage or destruction be partial or total or otherwise, shall entitle or permit Tenant to surrender or terminate this Lease nor relieve Tenant from its liability to pay in full the rent and other sums and charges payable by Tenant hereunder or from any of its other obligations under this Lease. Tenant waives any rights now or hereafter conferred upon it by statute or otherwise to surrender this Lease or quit or surrender the Premises or any part thereof or to receive any suspension, diminution, abatement or reduction of the rent or other sums and charges payable by Tenant hereunder on account of any such destruction or



damage except that to the extent to which the Landlord shall have received and retained a sum as proceeds of any rent insurance pursuant to paragraph 8.2 hereof, Tenant shall be entitled to a credit therefor against its obligations under this Lease to pay the rent and such other sums and charges.

## ARTICLE 9

### Care of Premises

9.1 The Tenant will keep the Premises and all buildings, structures, and improvements thereon and all other property leased hereunder in good condition and repair, and will yield and deliver up the same at the expiration of the term in as good condition as when taken, reasonable use and wear thereof excepted. Tenant shall also maintain all portions of the Premises and adjoining areas in a clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstructions. The Tenant may not make any repairs, alterations, additions, changes or improvements to the Premises without the written consent of Landlord. All such repairs, alterations, changes or improvements shall be completed and maintained in good workmanlike condition, free and clear of all liens and encumbrances arising out of such work.

9.2 Landlord shall have the right to enter upon the Premises for the purpose of making any repairs thereto and performing any work thereon which may be necessary by reason of Tenant's failure to make any such repairs or perform any such maintenance work as provided herein. Except in case of emergency, the privilege and right of entry shall be exercised at reasonable times and at reasonable hours. Tenant shall pay the cost of any such repairs and maintenance work to Landlord, upon demand therefor and upon submission of satisfactory evidence of Landlord's payment of such costs which sums shall be deemed additional rent hereunder.

## ARTICLE 10

### Liability

10.1 Tenant agrees to save Landlord and the first mortgagee harmless from any and all liabilities, losses, damages, penalties, costs and expenses arising from any injury or death to any person or damage to any property in, on, or about the Premises from any cause whatsoever. Tenant agrees to procure at its own expense public liability and property damage, single limit liability insurance for the benefit of the Landlord, Tenant and the first mortgagee as their interests may appear, in amount not less than One Million (\$1,000,000) Dollars to keep such insurance in force during the term hereof, and to deliver certificates of such coverage to the Landlord; in default of which the Landlord may obtain such insurance and charge the cost thereof to the Tenant as additional rent which shall be payable with the next month's installment of rent hereunder. Tenant agrees to furnish to Landlord upon request certificates of insurance evidencing such insurance.

10.2 Each party hereto, for itself and its respective successors and assigns (including any person, firm or corporation which may become subrogated to any of its rights), waives any

and all rights and claims for recovery against the other party, and its officers, employees, agents, and assigns, or any of them, on account of any loss or damage to any of its property insured under any valid and collectible insurance policy or policies, to the extent of any recovery collectible under such insurance. Notwithstanding the foregoing, this waiver shall not be applicable if it has the effect of invalidating any insurance coverage of Landlord or Tenant.

## ARTICLE 11

### Compliance With Statutes

11.1 Tenant agrees that it will comply with all statutes, police, sanitary, building, and fire rules, regulations, and instructions, and municipal ordinances, relating to or affecting the use of the Premises; and agrees to reimburse Landlord for any damages or penalties suffered because of Tenant's noncompliance with any such rules, regulations, instructions, ordinances, or statutes.

11.2 Tenant agrees that it will comply with and keep the Premises in compliance with the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act of 1990, and any other Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct relating to barrier-free access or access of the handicapped or disabled to the Premises (collectively, "Access Laws"). The Tenant hereby indemnifies the Landlord and agrees to hold the Landlord harmless from and against all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Landlord for violations or alleged violations of the Access Laws relating the Premises.

## ARTICLE 12

### Assignment And Sub-Letting

12.1 Tenant shall not assign, transfer or sub-let the Premises or any part thereof or any interest hereunder without first obtaining the written consent of the Landlord.

## ARTICLE 13

### Default

13.1 Tenant shall be in default upon occurrence of any of the following events:

A. Default by Tenant in the payment of any rent or other charge provided for herein on the day it becomes due and payable.

B. Default by Tenant or suffered by Tenant of any of the other covenants or conditions of this Lease required to be kept or performed by Tenant (other than payment of rent or other charges required by the terms of the Lease).

C. Tenant's becoming insolvent, as that term is defined by any federal or state law or regulation (the "Insolvency Laws"); the appointment of a receiver or custodian for all or a substantial portion of Tenant's property or assets; the institution of a foreclosure action upon all or a substantial portion of Tenant's real or personal property; the filing of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws; the filing of an involuntary petition against Tenant as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is either not dismissed within sixty (60) days of filing, or results in the issuance of an order for relief against the debtor, whichever is later; or Tenant's making or consenting to an assignment for the benefit of creditors or a common law composition of creditors, or if the Tenant's leasehold interest herein shall be levied on execution (collectively an "Event of Bankruptcy").

D. Termination of Tenant's Management Contract due to default made or suffered by Tenant in any of the covenants, terms or conditions of the Management Contract required to be kept or performed by Tenant.

E. Expiration or discontinuance for any reason of the Charter Contract granted to Tenant by its authorizer (the "Charter"), other than an expiration or discontinuance which results in a new Charter effective as of termination of the existing Charter and with terms which would not, in Landlord's opinion, substantially alter Tenant's ability to comply with the terms of the Lease or Management Contract.

13.2 In the event of default, Landlord may in addition to any other remedy, re-enter into and repossess the Premises and all other property leased hereunder and remove the Tenant and every other occupant, and may relet the Premises or any part thereof for any term, either shorter, longer, or the same, at a higher, lower, or the same rental, making such alterations as may be necessary, without working a termination of this lease, provided, however, that Landlord at its option may in any of such events, terminate this lease effective on the date specified in written notice from Landlord to Tenant.

13.3 If the Landlord shall, on any such default by the Tenant, obtain possession of the Premises by re-entry, summary proceedings, or otherwise, the Tenant shall pay to Landlord all expenses incurred in obtaining possession of the Premises, all expenses and commissions which may be paid in and about the letting of the same, and all other damages resulting from Tenant's default.

13.4 No termination of this Lease pursuant to this section or repossession of the Premises or any part thereof or of any other property leased hereunder shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or repossession and, if the Premises or any part thereof shall not have been relet, Tenant shall pay to Landlord as and for liquidated and agreed current damages the then present value of the rent and other sums and charges to be paid by Tenant until what would have been the end of the term in the absence of such termination or repossession. If the Premises shall have been relet, Tenant shall pay the Landlord, as and for liquidated and agreed current damages for Tenant's default, the present value of the equivalent of the amount of the rent and such other sums and other charges

as would be payable under this Lease by Tenant if this Lease were still in effect, less the present value of the net proceeds, if any, of the reletting effected pursuant to the provisions hereof, after deducting all of Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, reasonable attorneys' fees, alteration costs and expenses of preparation of such reletting. Exercise of any remedy hereunder by Landlord shall not exclude the right to exercise any other remedy hereunder.

#### ARTICLE 14

##### Waiver of Breach

14.1 No waiver by either party hereto of any breach of any of the terms of this Lease shall be deemed to be a waiver of any other or subsequent breach.

#### ARTICLE 15

##### Surrender

15.1 Upon the termination of this Lease, Tenant shall quit and surrender all property leased hereunder and the Premises, broom clean, to Landlord without delay and in good order, condition and repair, ordinary wear and tear excepted, free and clear of all lettings and occupancies, (except those previously approved by Landlord), and free and clear of all liens and encumbrances, except that part of the Premises which have been taken through eminent domain, if any, after the delivery hereof, without any payment therefor by Landlord. Any personal property owned by Tenant or other occupant of the property (except that of subtenants previously approved by Landlord), which shall remain on the Premises after the termination of this Lease, and the removal of Tenant or such other occupant from the Premises, may at the option of Landlord, be deemed to have been abandoned and may be disposed of without accountability, as Landlord may see fit, without prejudice to the rights of any such other occupant as against the Tenant.

#### ARTICLE 16

##### Eminent Domain

16.1 If all or any part of the Premises shall be taken by any governmental authority under power of eminent domain, or by private purchase in lieu thereof, all damages awarded for such taking shall belong to and be the property of the Landlord, whether such damages shall be awarded as compensation for the taking of or diminution in value to the leasehold or the fee of the Premises and Tenant hereby irrevocably assigns to Landlord any award or payment to which Tenant may become entitled as a result thereof, provided, however, that the Tenant shall be entitled to receive from such governmental authority compensation for its fixtures and personal property so taken.

16.2 In the event that only a part of the Premises are so taken, and the part not so taken cannot be completed as an architectural unit for the use described in paragraph 4.1 hereof, Tenant shall have the option to terminate this lease by serving written notice of termination on the Landlord within sixty (60) days after the taking.

16.3 If only a part of the Premises shall be so taken such that the part not so taken can be completed as an architectural unit for the use described in paragraph 4.1 hereof, the Tenant shall, as promptly as practicable, make a complete architectural unit of the remainder of the building on the Premises; and there shall be an abatement of the monthly rent hereinabove provided for in an amount equal to the percentage of the building so taken.

## ARTICLE 17

### Notices

17.1 All notices and communications required under this lease shall be served personally or by registered or certified mail on the Landlord and on Tenant at the address indicated on page 1 hereof, or at such other address as may be designated in writing to the other party hereto by notice in accordance with this paragraph.

## ARTICLE 18

### Curing Of Tenant's Defaults

18.1 If Tenant shall at any time fail to make any payment or perform any act on its part to be made or performed hereunder, then Landlord without notice to Tenant, except when other notice is expressly provided for in this Lease and without waiving or releasing Tenant from the obligations of Tenant contained in this Lease, may (but shall be under no obligation to) make such payment or perform such act, and may enter upon the Premises for any such purpose, and take all such actions thereon as may be necessary therefor.

18.2 All sums to be paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act, together with any consequential damages Landlord may suffer by reason of the failure of Tenant to make such payment or perform such act, and counsel fees incurred by Landlord in connection therewith or in enforcing its rights hereunder, shall be paid by Tenant to Landlord on demand as additional rent hereunder.

18.3 Tenant agrees to hold Landlord harmless from any inconvenience or interference with Tenant's operation of its business as a result of Landlord having to cure a default of Tenant hereunder.

## ARTICLE 19

### Construction Liens

19.1 Tenant will not create nor permit to be created, or to remain and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises or any part thereof, or upon Tenant's leasehold interest therein, except such as are created by Landlord or the first mortgagee.

## ARTICLE 20

### Environmental Matters

20.1 Tenant shall not use or store any Hazardous Materials (as defined in Paragraph 20.3) on the Premises, except in compliance with all applicable federal, state and local laws and ordinances.

20.2 To the extent directly related to the conduct of Tenant, Tenant's use of the Premises, or the operation of its business thereon, Tenant shall defend, indemnify and hold harmless Landlord, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (1) the presence, disposal or release of any Hazardous Materials on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals on the Premises; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials existing on the Premises; (3) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials existing on the Premises; and/or (4) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials existing on the Premises including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses. For purposes of this Lease, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.), the Leaking Underground Storage Tank Act (MCLA Section 299.831 et seq.); and in the regulations adopted and publications promulgated pursuant to those Acts, or any other federal, state or local governmental law, ordinance, rule, or regulation.

20.3 Tenant shall promptly notify Landlord as soon as it knows of or suspects that any Hazardous Material has been released or that there is a threatened release on the Premises and it shall take such action at its sole expense and with due diligence, as is necessary to insure timely

compliance with all legislative requirements. Landlord shall promptly notify Tenant as soon as it knows or suspects any Hazardous Material has been released or that there is a threatened release on or in the Building and Landlord shall take such action at its sole expense and with due diligence, as is necessary to ensure timely compliance with all legislative requirements.

20.4 The provisions of this Article 20 shall be in addition to any and all obligations and liabilities of Tenant and Landlord may have to each other at common law, and shall survive the expiration and termination of the Lease for any reason.

## ARTICLE 21

### Late Charges

21.1 In the event of any failure by Tenant to pay the minimum rent or any additional rent or charge payable upon the date due hereunder, Tenant shall also pay to Landlord, on demand, a late charge of five percent (5%) of such payment.

## ARTICLE 22

### First Mortgage And First Mortgagee

22.1 The term "first mortgage" as used herein shall mean any first mortgage hereafter becoming a first and paramount lien on the Premises, subject to easements, and restrictions of record, and all assignments, modifications, extensions and renewals thereof.

22.2 The term "first mortgagee" or "holder of the first mortgage" shall mean the holder at the particular time of the first mortgage as defined herein.

## ARTICLE 23

### Subordination; Estoppel Certificates

23.1 Tenant agrees that Landlord may choose to make this Lease subordinate or paramount to any mortgages, trust deeds and ground or underlying leases now or hereafter affecting the Premises and to any and all advances to be made thereunder or to be secured thereby, and to the interest and charges thereon, and all renewals, replacements and extensions thereof, provided the mortgagee, Landlord or trustee named in any such mortgages, trust deeds or leases agrees to recognize the lease of Tenant in the event of foreclosure if Tenant is not in default. Tenant will execute promptly any instrument or certificate that Landlord may request to confirm such subordination, and hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute such instrument or certificate on its behalf. Notwithstanding the foregoing, Tenant's possession of the Premises under this Lease shall not be disturbed by the mortgagee or other party unless Tenant breaches any of the provisions of this Lease and Tenant's right to possession is lawfully terminated.

23.2 Tenant, within ten (10) days after request (at any time or times) by Landlord, will execute and deliver to Landlord an estoppel certificate proposed by Landlord identifying the Commencement Date and expiration date of this Lease and state that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, stating the modifications, and stating that Tenant does not claim that Landlord is in default in any way, or listing any such claimed defaults. The certificate also will confirm the amount of monthly installments of net rent payable hereunder and additional rent, if any, as of the date of the certificate, the date to which the rent has been paid in advance, and the amount of any security deposit or pre-paid rent. If Tenant fails to deliver the executed certificate to Landlord within the ten (10) day period, the occurrence of the proposed certificate will be deemed conclusively confirmed.

## ARTICLE 24

### Quiet Enjoyment

24.1 Landlord agrees that at all times when Tenant is not in default under the provisions and during the continuation of this Lease, Tenant's quiet and peaceable enjoyment of the Premises will not be disturbed or interfered with by Landlord or any person claiming by, through or under Landlord.

## ARTICLE 25

### Holding Over

25.1 If Tenant remains in possession of the Premises after the expiration of this Lease, Tenant will be deemed to be occupying the Premises as a Tenant at will, subject to all the provisions of this Lease to the extent that they can be applicable to a tenancy at will, except that the minimum net rent for each month or fraction thereof that Tenant remains in possession will be double the regular monthly installments of minimum net rent otherwise payable hereunder.

## ARTICLE 26

### Remedies Not Exclusive; Waiver

26.1 Each and every of the rights, remedies and benefits provided by this Lease are cumulative, and are not exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

26.2 One or more waivers of any covenant or condition by Landlord will not be construed as a waiver of a further or subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.



## ARTICLE 27

### Right To Show Premises

27.1 Landlord may show the Premises and may display about the Premises signs advertising the availability of the Premises prior to termination of the Lease.

## ARTICLE 28

### Definition Of Landlord; Landlord's Liability

28.1 The term "Landlord" as used in this Lease, so far as covenants, agreements, stipulations or obligations on the part of the Landlord are concerned, is limited to mean and include only the owner or owners of fee title to the Premises at the time in question, and in the event of any transfer or transfers of the title to such fee the Landlord herein named (and, in case of any subsequent transfers or conveyances, the then grantor) will automatically be relieved from and after the date of such transfer or conveyance of all personal liability for the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed.

28.2 If Landlord fails to perform any provision of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant recovers a money judgment against Landlord, such judgment may be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Premises and out of rents or other income from such property receivable by Landlord, and Landlord shall not be personally liable for any deficiency.

## ARTICLE 29

### Brokers

29.1 Landlord and Tenant each represent and warrant to the other that neither of them has contacted a broker, finder or similar person in connection with this Lease, and each party shall defend, indemnify and hold the other harmless from and against all liability, cost and expense, including reasonable attorneys' fees, incurred as a consequence of any claim asserted by a person alleging to have dealt with one of the parties hereto in connection with this lease.

## ARTICLE 30

### General

30.1 References in this Lease to persons, entities and items have been generalized for ease of reading. Therefore, references to a single person, entity or item will also mean more than one person, entity or thing whenever such usage is appropriate (for example, "Tenant" may include, if appropriate, a group of persons acting as a single entity, or as Tenants-in-common).

Similarly, pronouns of any gender should be considered inter- changeable with pronouns of other genders.

30.2 All agreements and obligations of Tenant under this Lease are joint and several in nature. Any waiver or waivers by Landlord of any of the provisions of this Lease will not constitute a waiver of any later breach of that provision, and any consent or approval given by Landlord with respect to any act, neglect or default by Tenant will not waive or make unnecessary Landlord's consent or approval with respect to any later similar act, neglect or default by Tenant.

30.3 Topical headings appearing in this Lease are for convenience only. They do not define, limit or construe the contents of any paragraphs or clauses.

30.4 This Lease can be modified or amended only by a written agreement signed by Landlord and Tenant.

30.5 All provisions of this Lease are and will be binding on the heirs, executors, administrators, personal representatives, successors and assigns of Landlord and Tenant.

30.6 The laws of the State of Michigan will control in the construction and enforcement of this Lease.

30.7 Time is of the essence in all respects under this Lease.

30.8 Tenant's obligations, and right to possession, under the terms of this Lease are contingent upon Landlord's delivery of the Premises in condition suitable for occupancy as a public charter school (including fire marshal approval) on or prior to October 1, 1999, execution of a charter contract between the Tenant and its authorizer, and execution of the Management Contract in a form acceptable to NHA.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

National Heritage Academies,  
a Michigan corporation

By: 

Peter R. Ruppert  
Its President

TENANT:

Vanguard Charter Academy

By: 

Darlene Kolehmainen  
Its Board President

Schools\MI\Vanguard\Lease 99\1

## EXHIBIT A

### Parcel A:

That part of the NE  $\frac{1}{4}$  of Section 34, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: BEGINNING at a point on the North line of said Section which is N88°43'46"W 209.29 feet from the NE corner of said Section; thence N88°43'46"W 280.62 feet; thence S01°39'27"E 480.93 feet along the West line of the E  $\frac{1}{2}$  of the N  $\frac{1}{2}$  of the E  $\frac{3}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section; thence N88°14'36"E 281.11 feet; thence N01°45'24"W 466.05 feet parallel with the East line of said Section to the point of beginning.

### Parcel B:

That part of the NE  $\frac{1}{4}$  of Section 34, T6N, R12W, City of Wyoming, Kent County, Michigan, described as: BEGINNING at a point on the East line of said Section which is S01°45'24"E 455.0 feet from the NE corner of said Section; thence S88°14'36"W 490.11 feet; thence S01°39'27"E 181.34 feet along the West line of the E  $\frac{1}{2}$  of the N  $\frac{1}{2}$  of the E  $\frac{3}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section; thence S88°49'44"E 491.06 feet along the South line of the E  $\frac{1}{2}$  of the N  $\frac{1}{2}$  of the E  $\frac{3}{4}$  of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section; thence N01°45'24"W 206.42 feet along the East line of said Section to the point of beginning.

## LEASE AMENDMENT

THIS LEASE AMENDMENT is entered into May 17, 2000, to be effective July 1, 2000, by and between NATIONAL HERITAGE ACADEMIES, INC., of 989 Spaulding Avenue SE, Grand Rapids, Michigan 49546 ("Landlord") and VANGUARD CHARTER ACADEMY, a public school chartered under the laws of the State of Michigan, having an address of 1620 52<sup>ND</sup> Street, Grand Rapids, Michigan 49509 ("Tenant").

### Recitals

A. Landlord and Tenant entered into a real estate lease dated September 21, 1999 (the "Lease"), whereby Tenant leased real estate and improvements located at 1620 52<sup>nd</sup> Street, Grand Rapids, Michigan (the real estate and improvements are collectively referred to as the "Premises").

B. Tenant desires to amend its Lease with Landlord upon the following terms and conditions:

1. **Term.**

2.2 The term of this Lease shall commence on July 1, 2000 and shall terminate effective June 30, 2001, unless sooner terminated as hereinafter set forth.

2. **Rental.**

3.1 The annual and monthly rental payments within Article 3.1 of the Lease are hereby amended to provide that the annual rent shall be Six Hundred Twenty-Nine Thousand Five Hundred Three and No/100 Dollars (\$629,503.00) and the monthly rent shall be Fifty-Two Thousand Four Hundred Fifty-Eight and 58/100 Dollars (\$52,458.58) or a proportionate part thereof for any partial year or monthly installment, payable in advance on the 1<sup>st</sup> day of each month.

3. **Survival.** Except as expressly set forth above, all of the remaining terms and conditions of the Lease shall continue in full force and effect.

### LANDLORD:

National Heritage Academies, Inc.,  
a Michigan corporation

By: 

Peter G. Ruppert  
Its: President

### TENANT:

Vanguard Charter Academy

By: 

Its: Board President

## LEASE AMENDMENT

THIS LEASE AMENDMENT is entered into on 5/15/01, 2001, to be effective July 1, 2001, by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation, of 989 Spaulding Avenue, S.E., Grand Rapids, Michigan 49546 ("Landlord") and VANGUARD CHARTER ACADEMY, a public school academy, chartered under the laws of the State of Michigan, having an address of 1620 - 52<sup>nd</sup> Street, Grand Rapids, Michigan 49509 ("Tenant").

### RECITALS

A. Landlord and Tenant entered into a real estate lease dated September 15, 1999 as amended (the "Lease"), whereby Tenant leased real estate and improvements located at 1620 - 52<sup>nd</sup> Street, Grand Rapids, Michigan (the real estate and improvements are collectively referred to as the "Premises").

B. Tenant and Landlord now desire to amend the Lease to change the term and rent.

The parties agree as follows:

1. **Term.** Paragraph 2.2 of the Lease is hereby deleted in its entirety and replaced as follows:

2.2 The term of the Lease shall commence on July 1, 2001 and shall terminate on June 30, 2002, unless sooner terminated as provided in the Lease.

2. **Rental.** Paragraph 3.1 of the Lease is hereby deleted in its entirety and replaced as follows:

3.1 The Tenant hereby hires said Premises for the term above stated and agrees to pay Landlord annual rental of Six Hundred Ten Thousand Two Hundred Forty and No/100 Dollars (\$610,240.00), in equal monthly installments of Fifty Thousand Eight Hundred Forty Three and 33/100 Dollars (\$50,843.33) each in advance on the first day of each month beginning on July 1, 2001.

3. **Effect.** All of the terms and conditions of the Lease, as amended above, shall continue in full force and effect.

#### LANDLORD:

NATIONAL HERITAGE  
ACADEMIES, INC., a Michigan  
corporation

By: \_\_\_\_\_

Peter G. Rupert  
Its President

#### TENANT:

VANGUARD CHARTER ACADEMY

By: \_\_\_\_\_

Its Board President

### THIRD AMENDMENT TO LEASE AGREEMENT

THIS LEASE AMENDMENT is entered into on May 21, 2002, to be effective July 1, 2002, by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation, of 989 Spaulding Avenue, S.E., Grand Rapids, Michigan 49546 ("Landlord") and VANGUARD CHARTER ACADEMY, a public school academy, chartered under the laws of the State of Michigan, having an address of 1620 - 52<sup>nd</sup> Street, Grand Rapids, Michigan 49509 ("Tenant").

#### RECITALS

A. Landlord and Tenant entered into a real estate lease dated September 21, 1999 as amended (the "Lease"), whereby Tenant leased real estate and improvements located at 1620 - 52<sup>nd</sup> Street, Grand Rapids, Michigan (the real estate and improvements are collectively referred to as the "Premises").

B. Tenant and Landlord now desire to amend the Lease to change the term and rent.

The parties agree as follows:

1. **Term.** Paragraph 2.2 of the Lease is hereby deleted in its entirety and replaced as follows:

2.2 The term of the Lease shall commence on July 1, 2002 and shall terminate on June 30, 2003, unless sooner terminated as provided in the Lease.

2. **Effect.** All of the terms and conditions of the Lease, as amended above, shall continue in full force and effect.

#### LANDLORD:

NATIONAL HERITAGE  
ACADEMIES, INC., a Michigan  
corporation

By: \_\_\_\_\_

Peter G. Rupert  
Its President

#### TENANT:

VANGUARD CHARTER ACADEMY

By: \_\_\_\_\_

Darlene Lohhouse  
Its Board President

**FOURTH AMENDMENT TO LEASE AGREEMENT**

THIS LEASE AMENDMENT is entered into on May 20, 2003, to be effective July 1, 2003, by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation, of 989 Spaulding Avenue, S.E., Grand Rapids, Michigan 49546 ("Landlord") and VANGUARD CHARTER ACADEMY, a public school academy, chartered under the laws of the State of Michigan, having an address of 1620 - 52<sup>nd</sup> Street, Grand Rapids, Michigan 49509 ("Tenant").

**RECITALS**

A. Landlord and Tenant entered into a real estate lease dated September 21, 1999 as amended (the "Lease"), whereby Tenant leased real estate and improvements located at 1620 - 52<sup>nd</sup> Street, Grand Rapids, Michigan (the real estate and improvements are collectively referred to as the "Premises").

B. Tenant and Landlord now desire to amend the Lease to change the term and rent.

The parties agree as follows:

1. **Term.** Paragraph 2.2 of the Lease is hereby deleted in its entirety and replaced as follows:

2.2 The term of the Lease shall commence on July 1, 2003 and shall terminate on June 30, 2004, unless sooner terminated as provided in the Lease.

2. **Rental.**

3.1 The annual and monthly rental payments with Article 3.1 of the Lease are hereby amended to provide that the annual rent shall be Six Hundred Thirty-Two Thousand Six Hundred Forty and No/100 (\$632,640.00) Dollars, in equal monthly installments of Fifty-Two Thousand Seven Hundred Twenty and No/100 (\$52,720.00) Dollars each in advance on the first day of each month beginning on July 1, 2003.

3. **Effect.** All of the terms and conditions of the Lease, as amended above, shall continue in full force and effect

**LANDLORD:**

NATIONAL HERITAGE  
ACADEMIES, INC., a Michigan  
corporation

By: 

Peter G. Rupert  
Its President

**TENANT:**

VANGUARD CHARTER ACADEMY

By: 

Its Board President



## FIFTH AMENDMENT TO LEASE AGREEMENT

THIS LEASE AMENDMENT is entered into on May 17, 2004, to be effective July 1, 2004, by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation, of 3850 Broadmoor SE, Ste. 201, Grand Rapids, Michigan 49512 ("Landlord") and VANGUARD CHARTER ACADEMY, a public school academy, chartered under the laws of the State of Michigan, having an address of 1620 - 52<sup>nd</sup> Street, Grand Rapids, Michigan 49509 ("Tenant").

### RECITALS

A. Landlord and Tenant entered into a real estate lease dated September 21, 1999 as amended (the "Lease"), whereby Tenant leased real estate and improvements located at 1620 - 52<sup>nd</sup> Street, Grand Rapids, Michigan (the real estate and improvements are collectively referred to as the "Premises").

B. Tenant and Landlord now desire to amend the Lease to change the term.

The parties agree as follows:

1. **Term.** Paragraph 2.2 of the Lease is hereby deleted in its entirety and replaced as follows:

2.2 The term of the Lease shall commence on July 1, 2004 and shall terminate on June 30, 2005, unless sooner terminated as provided in the Lease.

2. **Effect.** All of the terms and conditions of the Lease, as amended above, shall continue in full force and effect.

#### LANDLORD:

NATIONAL HERITAGE  
ACADEMIES, INC., a Michigan  
corporation

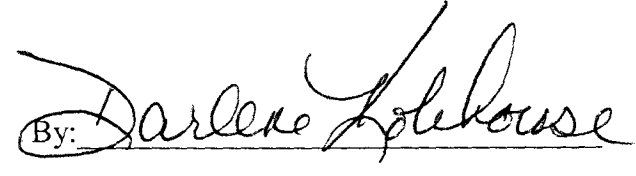
By: \_\_\_\_\_

  
Peter G. Rupert  
Its President

#### TENANT:

VANGUARD CHARTER ACADEMY

By: \_\_\_\_\_

  
Darlene Lohhouse  
Its Board President

## SIXTH AMENDMENT TO LEASE AGREEMENT

THIS LEASE AMENDMENT is entered into on May 17, 2005, to be effective July 1, 2005, by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation, of 3850 Broadmoor SE, Ste. 201, Grand Rapids, Michigan 49512 ("Landlord") and VANGUARD CHARTER ACADEMY, a public school academy, chartered under the laws of the State of Michigan, having an address of 1620 - 52<sup>nd</sup> Street, Grand Rapids, Michigan 49509 ("Tenant").

### RECITALS

A. Landlord and Tenant entered into a real estate lease dated September 21, 1999 as amended (the "Lease"), whereby Tenant leased real estate and improvements located at 1620 - 52<sup>nd</sup> Street, Grand Rapids, Michigan (the real estate and improvements are collectively referred to as the "Premises").

B. Tenant and Landlord now desire to amend the Lease upon the following terms and conditions.

The parties agree as follows:

1. **Term.** Paragraph 2.2 of the Lease is hereby deleted in its entirety and replaced as follows:

2.2 The term of the Lease shall commence on July 1, 2005 and shall terminate on June 30, 2006, unless sooner terminated as provided in the Lease.

2. **Effect.** All of the terms and conditions of the Lease, as amended above, shall continue in full force and effect.

#### LANDLORD:

NATIONAL HERITAGE  
ACADEMIES, INC., a Michigan  
corporation

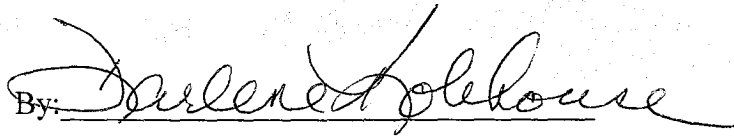
By: \_\_\_\_\_

  
Peter G. Rupert  
Its President

#### TENANT:

VANGUARD CHARTER ACADEMY

By: \_\_\_\_\_

  
Its Board President

## SEVENTH AMENDMENT TO LEASE AGREEMENT

THIS LEASE AMENDMENT is entered into on MAY 16, 2006, to be effective July 1, 2006, by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation, of 989 Spaulding Avenue, S.E., Grand Rapids, Michigan 49546 ("Landlord") and VANGUARD CHARTER ACADEMY, a public school academy, chartered under the laws of the State of Michigan, having an address of 1620 - 52<sup>nd</sup> Street, Grand Rapids, Michigan 49509 ("Tenant").

### RECITALS

A. Landlord and Tenant entered into a real estate lease dated September 21, 1999 as amended (the "Lease"), whereby Tenant leased real estate and improvements located at 1620 - 52<sup>nd</sup> Street, Grand Rapids, Michigan (the real estate and improvements are collectively referred to as the "Premises").

B. Tenant and Landlord now desire to amend the Lease to change the term and rent.

The parties agree as follows:

1. **Term.** Paragraph 2.2 of the Lease is hereby deleted in its entirety and replaced as follows:

2.2 The term of the Lease shall commence on July 1, 2006 and shall terminate on June 30, 2007, unless sooner terminated as provided in the Lease.

2. **Effect.** All of the terms and conditions of the Lease, as amended above, shall continue in full force and effect.

### LANDLORD:

NATIONAL HERITAGE  
ACADEMIES, INC., a Michigan  
corporation

By: 

Gregory Lambert  
Its Sr. Vice President & CFO

### TENANT:

VANGUARD CHARTER ACADEMY

By: 

Its Board President

## EIGHTH AMENDMENT TO LEASE AGREEMENT

THIS LEASE AMENDMENT is entered into on May 15, 2007, to be effective July 1, 2007, by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation, of 3850 Broadmoor SE, Ste. 201, Grand Rapids, Michigan 49512 ("Landlord") and VANGUARD CHARTER ACADEMY, a public school academy, chartered under the laws of the State of Michigan, having an address of 1620 – 52<sup>nd</sup> Street, ~~Grand Rapids~~ Wyoming, Michigan 49509 ("Tenant").

### RECITALS

A. Landlord and Tenant entered into a real estate lease dated September 21, 1999 as amended (the "Lease"), whereby Tenant leased real estate and improvements located at 1620 – 52<sup>nd</sup> Street, ~~Grand Rapids~~ Wyoming, Michigan (the real estate and improvements are collectively referred to as the "Premises").

B. Tenant and Landlord now desire to amend the Lease to change the term and rent.

The parties agree as follows:

1. **Term.** Paragraph 2.2 of the Lease is hereby deleted in its entirety and replaced as follows:

2.2 The term of the Lease shall commence on July 1, 2007 and shall terminate on June 30, 2008, unless sooner terminated as provided in the Lease.

2. **Rental.**

3.1 The annual and monthly rental payments with Article 3.1 of the Lease are hereby amended to provide that the annual rent shall be Six Hundred Eighty-Two Thousand Seven Hundred Twenty and No/100 (\$682,720.00) Dollars, in equal monthly installments of Fifty-Six Thousand Eight Hundred Ninety-Three and No/100 (\$56,893.00) Dollars each in advance on the first day of each month beginning on July 1, 2007.

3. **Effect.** All of the terms and conditions of the Lease, as amended above, shall continue in full force and effect.

### LANDLORD:

NATIONAL HERITAGE  
ACADEMIES, INC., a Michigan  
corporation

By: Greg Lambert

Greg Lambert  
Its Sr. Vice President & CFO

### TENANT:

VANGUARD CHARTER ACADEMY

By: Darlene Folchouse

Its Board President

## NINTH AMENDMENT TO LEASE AGREEMENT

THIS LEASE AMENDMENT is entered into on May 20, 2008, to be effective July 1, 2008, by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation, of 3850 Broadmoor SE, Ste. 201, Grand Rapids, Michigan 49512 ("Landlord") and VANGUARD CHARTER ACADEMY, a public school academy, chartered under the laws of the State of Michigan, having an address of 1620 - 52<sup>nd</sup> Street, Wyoming, Michigan 49509 ("Tenant").

### RECITALS

A. Landlord and Tenant entered into a real estate lease dated September 21, 1999 as amended (the "Lease"), whereby Tenant leased real estate and improvements located at 1620 - 52<sup>nd</sup> Street, Wyoming, Michigan (the real estate and improvements are collectively referred to as the "Premises").

B. Tenant and Landlord now desire to amend the Lease to change the term and rent.

The parties agree as follows:

1. **Term.** Paragraph 2.2 of the Lease is hereby deleted in its entirety and replaced as follows:

2.2 The term of the Lease shall commence on July 1, 2008 and shall terminate on June 30, 2009, unless sooner terminated as provided in the Lease.

2. **Rental.**

3.1 The annual and monthly rental payments with Article 3.1 of the Lease are hereby amended to provide that the annual rent shall be Seven Hundred Seventy-Four Thousand Four Hundred and No/100 (\$774,400.00) Dollars, in equal monthly installments of Sixty-Four Thousand Five Hundred Thirty-Three and No/100 (\$64,533.00) Dollars each in advance on the first day of each month.

3. **Effect.** All of the terms and conditions of the Lease, as amended above, shall continue in full force and effect.

### LANDLORD:

NATIONAL HERITAGE  
ACADEMIES, INC., a Michigan  
corporation

By: \_\_\_\_\_

Greg Lambert

Its Sr. Vice President & CFO

### TENANT:

VANGUARD CHARTER ACADEMY

By: \_\_\_\_\_

Its Board President

## TENTH AMENDMENT TO LEASE AGREEMENT

THIS LEASE AMENDMENT is entered into on May 19, 2009, to be effective July 1, 2009, by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation, of 3850 Broadmoor SE, Ste. 201, Grand Rapids, Michigan 49512 ("Landlord") and VANGUARD CHARTER ACADEMY, a public school academy, chartered under the laws of the State of Michigan, having an address of 1620 - 52<sup>nd</sup> Street, Wyoming, Michigan 49509 ("Tenant").

### RECITALS

A. Landlord and Tenant entered into a real estate lease dated September 21, 1999 as amended (the "Lease"), whereby Tenant leased real estate and improvements located at 1620 - 52<sup>nd</sup> Street, Wyoming, Michigan (the real estate and improvements are collectively referred to as the "Premises").

B. Tenant and Landlord now desire to amend the Lease to change the term and rent.

The parties agree as follows:

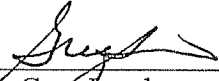
1. **Term.** Paragraph 2.2 of the Lease is hereby deleted in its entirety and replaced as follows:

2.2 The term of the Lease shall commence on July 1, 2009 and shall terminate on June 30, 2010, unless sooner terminated as provided in the Lease.

2. **Effect.** All of the terms and conditions of the Lease, as amended above, shall continue in full force and effect.

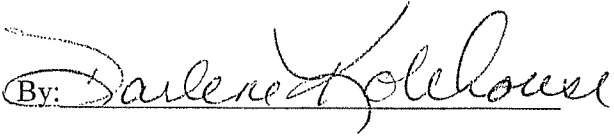
### LANDLORD:

NATIONAL HERITAGE  
ACADEMIES, INC., a Michigan  
corporation

By:   
Greg Lambert  
Its Sr. Vice President & CFO

### TENANT:

VANGUARD CHARTER ACADEMY

By:   
Its Board President

## ELEVENTH AMENDMENT TO LEASE AGREEMENT

THIS LEASE AMENDMENT is entered into on May 18, 2010, to be effective July 1, 2010, by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation, of 3850 Broadmoor SE, Ste. 201, Grand Rapids, Michigan 49512 ("Landlord") and VANGUARD CHARTER ACADEMY, a public school academy, chartered under the laws of the State of Michigan, having an address of 1620 - 52<sup>nd</sup> Street, Wyoming, Michigan 49509 ("Tenant").

### RECITALS

A. Landlord and Tenant entered into a real estate lease dated September 21, 1999 as amended (the "Lease"), whereby Tenant leased real estate and improvements located at 1620 - 52<sup>nd</sup> Street, Wyoming, Michigan (the real estate and improvements are collectively referred to as the "Premises").

B. Tenant and Landlord now desire to amend the Lease to change the term and rent.

The parties agree as follows:

1. **Premises.** The following paragraph shall be added to Article 1 of the Lease:

1.3 In accordance with the terms and conditions of the "Management Contract" of even or similar date hereto entered into by and between Landlord and Tenant, Landlord is contractually obligated to fulfill certain obligations that are the obligations of the Tenant under the terms of this Lease (the "Obligations"). In the event that the Landlord fails to timely perform or fulfill the Obligations and said failure is not otherwise excused by the terms of the Management Contract, nor is Landlord's failure due to the fault of the Tenant, then said failure shall not be deemed to be a default by Tenant under the terms of this Lease. This provision shall automatically lapse upon termination for any reason, including expiration without a renewal, of the Management Contract.

2. **Term.** Sections 2.1 and 2.2 of Article 2 shall be deleted in its entirety and replaced as follows:

2.1 The term of the Lease shall commence on July 1, 2010 and shall terminate on June 30, 2011, unless sooner terminated as provided in the Lease.

3. **Effect.** All of the terms and conditions of the Lease, as amended above, shall continue in full force and effect.

### LANDLORD:

NATIONAL HERITAGE  
ACADEMIES, INC., a Michigan  
corporation

By: \_\_\_\_\_

Greg Lambert  
Its Treasurer

### TENANT:

VANGUARD CHARTER ACADEMY

By: \_\_\_\_\_

Its Board President

# **CERTIFICATE OF USE AND OCCUPANCY**

## **PERMANENT**

**Michigan Department of Labor & Economic Growth  
Bureau of Construction Codes/Building Division**

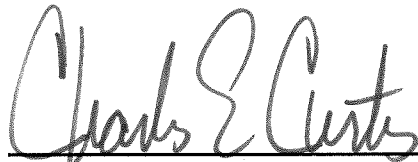
**P. O. Box 30254  
Lansing, MI 48909  
(517) 241-9317**

**Building Permit No. B025201**

**Vanguard Academy  
1620 52<sup>nd</sup> Street SW  
Wyoming, Michigan  
Kent County**

**The above named building of Use Group E and Construction Type 5B is approved for use and occupancy.**

**THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.**



**Larry Lehman, Chief**  
**Charles E. Curtis, Assistant Chief**  
**Building Division**

**August 27, 2007**